

**CLAYTON COUNTY WATER AUTHORITY  
MORROW, GA**



**PROJECT MANUAL**

**FOR**

**BID NUMBER: 2020-GS-08**

**WALNUT CREEK LIFT STATION**

**MAY 2020**

**ISSUED FOR CONSTRUCTION**

**VOLUME 1 OF 3  
DIVISIONS 00 – 01  
PROCUREMENT, CONTRACTING, AND  
GENERAL REQUIREMENTS**

**Hazen**



SECTION 00 01 01  
PROJECT TITLE PAGE

**PROJECT MANUAL**  
**FOR**  
**BID NUMBER: 2020-GS-08**  
**WALNUT CREEK LIFT STATION**  
**MAY 2020**

**Professional Engineer Certifications**



Brian Jones, PE

License No. 035647  
Divisions 02, 31-33, 40, 43,46



Frederick Powell, PE

License No. 029283  
Divisions 03-05, 09



Nicholas G. Meyer, PE

License No. 021063  
Divisions 26



Miriam A. McCann, PE

License No. 024251  
Divisions 40



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Advertisement for Competitive Sealed Bids

Clayton County Water Authority  
1600 Battle Creek Road  
Morrow, Georgia 30260

**Name of Project: Walnut Creek Lift Station**

Separate sealed Bids for the construction of **Walnut Creek Lift Station** will be received by the Clayton County Water Authority at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m. local time, the 8<sup>th</sup> day of July, 2020, and then at said office publicly opened and read aloud. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid conference, immediately followed by a site visit, will be held at the Hicks Water Production Plant (WPP), 1693 Freeman Road, Jonesboro, Georgia 30236 on June 10th, 2020 at 2:00 p.m. local time, to discuss the Project. Bidders are encouraged to attend; however, attendance is not required.

The Work to be performed under this Contract includes, but is not limited to, the following:

- A. Construction of a concrete wet well.
  - 1. The wet well is to be set on a cast in place concrete foundation and be topped by a cast in place concrete slab.
  - 2. Access doors shall be installed in the top slab.
  - 3. Installation of two submersible pumps, along with discharge bases, flanged discharge piping, guide rails, primary and backup level sensors, and all other accessories as required by the contract documents.
  - 4. A third discharge base is to be installed for addition of a third pump in the future.
  
- B. Construction of a concrete valve vault.
  - 1. The valve vault shall contain 6-inch discharge piping, check valves, plug valves, and pressure gauges.
  - 2. Access hatches shall be installed in the top slab.
  - 3. A floor drain is to be installed in the valve vault floor and to drain to the wet well.
  
- C. Construction of a concrete screening structure.
  - 1. The screening structure shall contain a mechanical bar and conveyor system, a manually cleaned bar screen, manually operated slide gates, ladders, grating and handrails.
  - 2. Installation of ultrasonic level sensors and a backup level sensor.
  
- D. Construction of sanitary sewer manholes and sanitary sewer main.
  
- E. Installation of restrained joint, 401 Protecto lined DIP force main.

- F. Installation of a magnetic flow meter and surge relief valve in precast concrete vaults.
- G. Installation of a water service and yard hydrant.
- H. Construction of concrete driveway and crushed stone areas.
- I. Installation and maintenance of erosion control.
- J. Installation of a prefabricated electrical building and cast in place foundation.
- K. Installation of a standby power engine-generator set with sub-base fuel tank and sound-attenuating, weather-proof enclosure.
- L. All electrical and instrumentation and control equipment, conduit and wiring to support the specified equipment.
- M. Demolition of the existing lift station, wet wells, buildings, screening structure, as identified in the plans.

The work includes site preparation, site piping and valves, and all associated electrical and instrumentation and control work.

The Bidding Documents, consisting of Advertisement for Competitive Sealed Bid, Instructions to Bidders, Bid Form, Bid Bond, Construction Contract, Performance Bond, Payment Bond, General and Supplementary Conditions, Specifications, Drawings, and Addenda may be examined at the main offices of the Owner at 1600 Battle Creek Road, Morrow, Georgia. Complete sets of bid documents (including Drawings and Specifications) may be obtained from Hazen and Sawyer: bidders shall send an email to Brian Jones [BJones@hazenandsawyer.com](mailto:BJones@hazenandsawyer.com) and to Patrick Haas [PHaas@hazenandsawyer.com](mailto:PHaas@hazenandsawyer.com). The email subject line shall read: **Request for Electronic Bid Documents: Bid 2020-GS-08 Walnut Creek Lift Station**. The email shall contain the following information: Name, Company, and Phone Number. The Bid Documents will be sent via email to the requestor once adequate information has been provided. Any addenda issued for the project will be emailed to plan holders who requested and received bid documents.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid Security as prescribed in the Instructions to Bidders, payable to the Owner in an amount not less than five (5) percent of the Bid Amount, and a letter from a surety company stating they are licensed to conduct business in the State of Georgia. Failure to supply the bond or to sign the proposal will be grounds for rejection. The successful Bidder will be required to furnish the additional Bonds prescribed in the Contract Documents.

In order to perform public work, the Proposer and its subcontractors, prior to award of Contract, shall hold or obtain such licenses as required by state statutes, and federal and local laws and regulations. All firms must be licensed in Georgia and have a registered agent in Georgia.

For information concerning the proposed Work, contact Brian Jones [BJones@hazenandsawyer.com](mailto:BJones@hazenandsawyer.com) no later than 2:00 local time, Tuesday, June 23, 2020.

Owner shall make an award, if an award is made, to the lowest responsible and responsive Bidder.

The successful Bidder will be required to furnish the additional Bonds prescribed in the Contract Documents.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 5/20/2020.

Clayton County Water Authority  
Mr. Robin Malone, Chair

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## Part 1 General

### 1.01 Instructions

- A. Bids will be received by the Clayton County Water Authority (herein called the "Owner"), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m., local time, 8<sup>th</sup> day of July, 2020, and then at said office publicly opened and read aloud.
- B. Each Bid must be submitted in a sealed envelope, addressed to the Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia 30260.
- C. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the Walnut Creek Lift Station, and the envelope should bear on the outside the name and address of the Bidder, and the Bidder's license number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at 1600 Battle Creek Road, Morrow, Georgia 30260.
- D. The Owner may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and Bidder.
- E. The Advertisement for Competitive Sealed Bids is incorporated by reference as if fully set out herein.

### 1.02 Defined Terms

- A. Terms used in these Instructions to Bidder have the meanings assigned to them in the General Conditions.
- B. Certain additional terms used in the Bid Documents have the meanings indicated below which are applicable to both the singular and plural thereof:
  - 1. Bidder: One who submits a Bid to Owner as distinct from a subbidder, who submits a Bid to a Bidder. Throughout these Bidding Documents, the words Bidder and Bid will be used interchangeably with the terms Bidder and Proposal.
  - 2. Apparent Low Bidder: That Bidder whose Bids, as offered in the Bid Form, represent the lowest total as determined by the Base Bid.
  - 3. Total Base Bid Price: Includes Bid for the Lump Sum Work plus extended total for Unit Price Work and the cash allowance.
  - 4. Successful Bidder: Lowest responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
  - 5. Engineer: Hazen and Sawyer

### 1.03 Copies of Bidding Documents

- A. Complete sets of bid documents (including Drawings and Specifications) may be obtained from Hazen and Sawyer: bidders shall send an email to Brian Jones [BJones@hazenandsawyer.com](mailto:BJones@hazenandsawyer.com) and to Patrick Haas [PHaas@hazenandsawyer.com](mailto:PHaas@hazenandsawyer.com). The email subject line shall read: Request for Electronic Bid Documents: Bid # 2020-GS-08, Walnut Creek Lift Station. The email shall contain the following information: Name, Company, and Phone Number. The Bid Documents will be sent via email to the requestor once adequate information has been provided.
- B. Any addenda issued for the project will be emailed to plan holders who requested and received bid documents per 1.03(A) above.
- C. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- D. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 1.04 Pre-Bid Conference and Site Visits

A non-mandatory pre-bid conference, immediately followed by a site visit, will be held at the Hicks Water Production Plant (WPP), 1693 Freeman Road, Jonesboro, Georgia 30236 on June 10th, 2020 at 2:00 p.m. local time, to discuss the Project. Bidders are encouraged to attend; however, attendance is not required.

Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to prospective Bidder of record such Addenda as Engineer considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.

### 1.05 Preparation of Bid

- A. All Bids must be made on the separate Bid form furnished with these Contract Documents. Do not write on or remove pages from the Specification book. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.
- B. Bid prices must be written in both words and numerals where required; in the event of a conflict, the words shall govern. Total amounts are products of the unit prices, multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern. Quantities associated with unit prices are estimated and may be increased or decreased at the discretion of the Owner. Should a single occurrence exceed the quantity in the Bid, the Contractor and the Owner shall both have the right to negotiate a new unit price which is more representative of the larger quantity of work being ordered by the Engineer for that single occurrence.
- C. The cash allowances represent the Owner's estimate of the cost of the various products

and services listed in the Bid Form as Cash Allowances. The Contract Price will be adjusted by Change Order to reflect the actual cost.

- D. Bids signed for a corporation shall have the correct corporate name thereof as listed with the Office of the Secretary of State of Georgia and shall be executed by the president, vice-president or other authorized officer of the corporation and attested by the secretary, assistant secretary, or other authorized officer of the corporation with the corporate seal affixed thereto. Bids by any other type of business entity shall be so executed as to bind that particular type of business entity to the full extent allowed under all applicable provisions of Georgia and United States law. A conditional or qualified Bid will not be accepted.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt will cause Bid to be considered in nonconformance.
- F. The address and telephone number for communications regarding the Bid shall be shown.
- G. Bidder shall comply with the Bid Form requirement for identification of Manufacturers or Suppliers of certain equipment, product, or systems.
- H. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Georgia. Bidder's Georgia Utility Contractors license number for the state of Georgia shall also be shown on the Bid Form.

## **1.06 Conditions of Work**

- A. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner, Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the Contract Documents. A Bidder shall in no way be relieved from any obligation with respect to the Bid by the failure or omission of the Bidder to be so familiar.
- B. It is each Bidder's responsibility, before submitting a Bid, to:
  - 1. Examine thoroughly the Bid Documents and other related data identified in the Bid Documents.
  - 2. Inspect the Site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.
  - 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
  - 4. Study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data.
  - 5. Promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in or between the Bid documents and such other related

documents.

- C. Reference is made to the Supplementary Conditions for identification of:
  - 1. Those Reports, if any, of explorations and tests of subsurface conditions at the Site which have been utilized by Engineer in preparation of the Bid Documents.
  - 2. Those Drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Bid documents.
  - 3. Copies of such Reports and Drawings that are not included with the Bid Documents may be examined at the Clayton County Water Authority main offices at 1600 Battle Creek Road, Morrow, Georgia during regular business hours.
- D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 5 of the General Conditions.
- E. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise and which may affect cost, progress, performance, or furnishings of the work and which Bidder deems necessary to determine its Bid.
- F. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- G. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the Site by Owner or others and that relates to work for which a Bid is to be submitted. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such work by others.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the work required by the Bid Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bid Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder; and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and for preparing the Bid.
- I. All applicable laws, ordinances, and the rules and regulations of all authorities having

jurisdiction over construction of the Project shall apply to the Contract throughout performance of the work.

## 1.07 Reputation of Bidder

- A. The Owner may make such investigations as it deems necessary to further determine the ability of the Bidder and its Subcontractors to perform the work. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. To further demonstrate qualifications to perform the work, Bidder shall submit, within five days of Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.
- C. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract award.
- D. Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Award of Contract.
- E. License Requirements: In order to perform public work, Bidder shall hold a Utility Contractors License.
- F. Nonresident Bidders: Pursuant to Code of Georgia 48-13 the following shall be completed prior to Award:
  - 1. Register with Commissioner of Labor and pay fee.
  - 2. Execute and file with Commissioner of Labor, Bond worth 10 percent of Contract, conditioned that state and local taxes will be paid.
  - 3. Appoint, in writing, Secretary of State to be lawful agent upon whom all lawful process, proceedings or notices may be served.
  - 4. Comply with any and all other requirements of Georgia law applicable to nonresident contractors.
- G. Minimum Contractor Corporate Experience: The Bidder must be able to demonstrate the following experience as a condition of being deemed a responsible Bidder:
  - 1. Successful completion **of at least two pump station construction or modifications projects.**
  - 2. Each of the projects must have **a minimum construction value of \$1.0 million dollars.**
  - 3. Each of the projects must have been completed since January 1, 2015. Projects currently under construction will not qualify.
  - 4. To demonstrate Minimum Contractor Corporate Experience, the Bidder must

submit Section 00 45 13 Bidders Qualifications Project Information Forms

5. Experience to be deemed a responsible Bidder must be demonstrated by the corporation. While experience of individual project team members is a favorable attribute, it will not be considered as a substitution for corporate experience.

## **1.08 Bid Security**

- A. Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the project Base Bid. In the alternative, Contractor may deposit with Owner a cashier's check, certified check or cash in an amount equal to five percent of the project Base Bid, said deposit made under the same conditions as the furnishing of a surety bond. Approval of the Bid Security by Owner shall be a condition precedent to the award of the Contract
- B. Attorneys-in-fact who sign Bid Bond or Payment Bonds and Performance must file with each Bond a certified and effective dated copy of their power of attorney.

## **1.09 Addenda and Interpretations**

No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretations should be made in writing and addressed to Engineer. To be given consideration, such requests must be received by 2:00 p.m. on Tuesday, June 23<sup>rd</sup>, 2020 to permit written distribution of the response to all Bidders.

## **1.10 Material Suppliers and Subcontractors**

- A. Upon execution of the Contract, Contractor shall submit to Owner the identity of all Subcontractors, Suppliers, and other person and organizations proposed for those portions of the work identified in paragraph 7.06. of the General Conditions. Information shall include an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization.
- B. If Successful Bidder declines to make a substitution of Subcontractor, Supplier, person, or organization acceptable to Owner, as required by paragraph 7.05 E. of the General Conditions, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions paragraph 7.05 B.

## **1.11 MBE/WBE/DBE Participation**

- A. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority, women and disadvantaged-

owned businesses. Bidders are encouraged to solicit minority, women and disadvantaged-owned businesses whenever they are potential sources.

- B. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the Office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority, women and disadvantaged-owned businesses.
- C. The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: <http://www.dot.ga.gov/PS/Business/DBE>
- D. The successful bidder will be asked to provide, along with his Request for Payment each month, a list of qualified MBE/WBE/DBE businesses utilized on this Project and dollar amounts of MBE/WBE/DBE contracts.

## 1.12 SLBE Participation

- A. Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBEs) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting subcontractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive, regardless of participation.
- B. SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:
  - 1. Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms- \$18,250,000, (2) Professional Services Firms - \$5,500,000, (3) Architectural Firms - \$3,750,000, (4) Engineering Firms - \$7,500,00, and (5) Goods & Services – less than 250 employees.
  - 2. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- C. If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta or certified as a DBE with the Georgia Department of Transportation, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a CCWA small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for Bid submission.

- D. SLBEs must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.
- E. No substitution/replacement for any SLBE Subcontractor, vendor, or previously selected Subcontractor/vendor by the Prime shall be made without written notification to CCWA and the approval by CCWA. A Prime cannot arbitrarily terminate a SLBE Subcontractor and self-perform the work without requesting a waiver and written approval from CCWA in advance.
- F. SLBE Subcontractors can be replaced if they are unable or unwilling to perform the contracted work, or for other appropriate reasons, which are documented in writing. If it appears that the SLBE subcontracting requirement cannot be achieved, the Prime Contractor shall immediately notify CCWA in writing accompanied by the appropriate documentation. Good Faith Effort used to try to meet at least a portion of the requirement should be documented and submitted to CCWA for evaluation. All Prime Contractors must use the "Request for SLBE Subcontractor Removal/Substitution Form" which is set form herein as "Exhibit SLBE-6."
- G. Although participation in the SLBE program is not a requirement to participate in contracting with CCWA, it is a requirement to comply with making the "good faith effort" procedures and forms as outlined below.
- H. The Bidder will be required to submit evidence demonstrating that "good faith efforts" were made to meet the SLBE goal.
- I. SLBE Required Forms - This Section contains the following forms that Bidders are required to submit along with their Bids (in addition to general contractor forms):
  - 1. SLBE-1 Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
  - 2. SLBE-2 Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.
  - 3. SLBE-3 SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on a contract.
  - 4. SLBE-4 Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of SLBE's as sub-contractors/suppliers on a contract where a goal is required.



**To be submitted post-award:**

5. SLBE-5 Post Award Monthly SLBE Participation Report – Contract Goal: Report detailing percentage of SLBE participation (work performed) and payments to SLBEs on a contract.
  6. SLBE-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a SLBE subcontractor is being substituted following post bid.
- J. By signing the Bid, the Bidder is certifying that it has complied with the requirements of this program. Please contact CCWA's Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for a list of certified SLBEs. The list is also available through [www.ccwa.us](http://www.ccwa.us), under the tab for "About Us", section for "Small Local Business Program".
- K. The participation goal for this procurement is 10 percent.

### **1.13 Nondiscrimination**

No Bidder or Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or for which he applies.

### **1.14 Wage Rates**

The work under these Bid documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the state are applicable.

### **1.15 Contract Documents**

All elements of the Contract Documents except Addenda are itemized by the Tables of Contents and Index to Drawings. Each Bidder is responsible for ascertaining that the Bidder has a complete set of Documents and that each page and sheet thereof applies to the correct project and bears the correct date. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

### **1.16 Submission of Bids**

- A. Bid Form and attachments may be photocopied for submission of Bids.
- B. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Enclose Bids in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery

system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.

- C. Bidders shall complete and submit the following attachments with its Bid:
  - 1. Section 00 41 00 Bid Form
  - 2. Section 00 43 13 Georgia Bid Bond
  - 3. Section 00 45 13 Bidders Qualifications
  - 4. Section 00 45 19 Statement of Noncollusion
  - 5. Section 00 45 75 Georgia Security and Immigration Compliance Act
  - 6. Section 00 21 13 SLBE Forms 1-4 including Checklist of Good Faith Effort and documentation attached to this Section.
- D. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.
- E. Information submitted by the Bidder in the Bid process shall be subject to disclosure after Bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire Bids may not be deemed proprietary.

## **1.17 Contract Award**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the work to be provided under the Contract Documents.
- C. If the Contract is to be awarded, Owner will give Successful Bidder Notice of Award within 60 days after the day of the Bid opening.

- D. Owner reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- E. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the right to accept alternates in any order or combination, unless otherwise provided in the Bid Documents.
- F. The Contract will be awarded to the successful Bidder. The selected firm will be given written notification of being selected and the Owner reserves the right to negotiate however a contract must be executed with the selected firm prior to the beginning of the actual services. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, schedule for providing services, and cost of services. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- G. In the event that, after the acceptance of a Bid by the Board of Directors of the CCWA, any unsuccessful Bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful Bidder by the Board. Said Notice shall be an express condition precedent to the right of any Bidder to challenge or contest any award or to otherwise contend that it should have been awarded the contract. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the state of Georgia or of the United States.
- H. The successful Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond in the amount not less than 100% of the contract amount required herein within 10 calendar days from the date when Notice of Award is delivered to that Bidder. Approval of the Payment Bond and Performance Bond by the Owner shall be a condition precedent to execution of the Contract by the Owner. In the event the Contract Price is adjusted by appropriate Change Order, the penal sum of the surety on the Payment Bond and the Performance Bond shall be deemed increased by like amount. The Notice of Award shall be accompanied by the Contract and Bond forms to be executed. In case of failure of the successful Bidder to execute the Contract, the Owner may at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

- I. The Owner, within 10 days of receipt of an acceptable Insurance, Performance Bond, Payment Bond and Contract signed by the successful Bidder, shall sign and return to the Bidder an executed duplicate of the Contract and the Bid Bond. Should the Owner not execute the Contract within the allowed period, the successful Bidder may give written notice of intent to withdraw the signed Contract. If 10 days after the Owner has received notice of intent to withdraw by the successful Bidder, the Owner has not executed the Contract; the Bidder may be written notice withdraw the signed Contract without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner, and the Owner immediately thereupon shall return to the successful Bidder the Bid Bond.
- J. The Notice to Proceed shall be issued within 30 days of Owner's receipt of the Contract executed by the Bidder. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

## **1.18 Preconstruction Conference**

The attention of Bidders is particularly called to the preconstruction conference that will be held with the successful Bidder and all known subcontractors upon the issuance of a Notice to Proceed. This conference will cover provisions pertaining to schedules, payment requests, submittals, and other items related to the Contract.

## **1.19 Georgia Security and Immigration Compliance Act of 2006**

Pursuant to the Georgia Security and Immigration Compliance act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of labor Rule 300-10-02 are conditions of this agreement. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

## **1.20 Supplements**

1. Form SLBE-1, Covenant of Non-Discrimination
2. Form SLBE-2, Sub-Contractor Contact Form – Contract Goal
3. Form SLBE-3, Small Local Business Enterprise Project Participation Plan
4. Form SLBE-4, Statement of Good Faith Efforts
5. Form SLBE-5, Post-Award-Monthly SLBE Participation Report Contract Goal
6. Form SLBE-6, Subcontractor Removal/Substitution Form

END OF SECTION

**FORM SLBE-1**  
**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2, SLBE-3 and SLBE-4. Set forth below is the signature of an officer of the Bid entity with CCWA to bind the entity.

I, \_\_\_\_\_ (Name, Title), on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Company), by my signature below, do hereby promise:

1. To adopt the policies of Clayton County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of CCWA;
2. Not to otherwise engage in discriminatory conduct;
3. To provide a discrimination-free working environment;
4. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
the person who signed the above covenant in my presence.

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

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

[Seal]

## FORM SLBE-2

### SUB-CONTRACTOR CONTACT FORM – CONTRACT GOAL

#### INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor contact form and submit the completed and signed form with the bid. **Failure to submit this form may result in the bid being deemed nonresponsive.**

**SLBE Prime Contractors:** If you are the prime contractor on the project AND also the SLBE on the project and will NOT use any other SLBE firms as subcontractors, check the box at the top of the form and sign the form.

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. County of Clayton Business License: State if the contractor/supplier you contacted is a Clayton County Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (SLBE/non-SLBE): State whether the contractor/supplier you contacted is an SLBE or non-SLBE.
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

**FORM SLBE-2**  
**SUB-CONTRACTOR CONTACT FORM**

*List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project*

**IF THE PRIME IS THE SLBE ON THE PROJECT CHECK THE BOX**

Name of Sub-Contractor/ Supplier	Company Name, Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Company ABC	123 Main Street Morrow, GA 30260 770-123-4698	Yes	Hauling	SLBE	Will perform as sub

**FORM SLBE-2**

**SUB-CONTRACTOR CONTACT FORM – Cont'd**

*List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project*

Name of Sub-Contractor/ Supplier	Company Name, Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact

**Bidder's Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**FC#:** \_\_\_\_\_

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

**Contact No:** \_\_\_\_\_

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



**FORM SLBE-3**  
**SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION**  
**PLAN**

**SUB-CONTRACTOR/SUPPLIER UTILIZATION**

**INSTRUCTIONS TO CONTRACTORS**

The prime contractor must complete the project participation plan for sub-contractor/supplier utilization and submit the form with the bid. **Failure to submit this form may result in the bid being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the project.
2. Certified as SLBE: State is the subcontractor/supplier to be used on the project is an SLBE.
3. Which County? If you are using an SLBE on the project, state in which county the SLBE is located.
4. NAIC or NIGP code: List the NAIC/NIGP code that relates to the service or work to be performed by the subcontractor/supplier.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification number and expiration date: If using an SLBE, provide the SLBE certification number and expiration date.
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Bid Amount: Enter the estimated % of the total bid amount for which the SLBE will be paid.

**Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount**

### FORM SLBE-3

## SUB-CONTRACTOR/SUPPLIER UTILIZATION FORM

List all sub-contractors and suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Certified as Small Local Business Enterprise (SLBE)-Yes or No	If SLBE, which county-Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Henry, Gwinnett, Rockdale, Spalding	NIAC or NIGP Code	Type of Work to be Performed	SLBE Certification No. and Expiration Date	Estimate Dollar (\$) Value of Work	Percentage of Total Bid Amount
Company ABC	Yes	Clayton	96239	Hauling	SLBE-465-12 1/15/2017	\$4200	8.4%

Total Estimate SLBE Sub-contractor % \_\_\_\_\_

Bidder's Company Name: \_\_\_\_\_

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

Bidder's Contact Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

---

**FORM SLBE-4**  
**STATEMENT OF GOOD FAITH EFFORTS**

Instructions:

If you will not meet the Small Local Business Enterprises (SLBE) goal set forth in the RFB, in addition to the information included on the SLBE Form 2 Sub-contractors Contact Form submitted with your bid, please provide a narrative explanation of why you cannot meet the SLBE goal and the steps taken to include SLBEs in your bid. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

**CERTIFICATION OF GOOD FAITH EFFORTS**

I hereby attest that I have exercised good faith efforts to meet the Small Local Business Enterprise goals for this bid. Despite such good faith efforts, I have not been able to meet the SLBE goal for this bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (typed or printed)

\_\_\_\_\_  
Name of Firm

## FORM SLBE-4 (Cont'd) STATEMENT OF GOOD FAITH EFFORTS Checklist

A Bidder or Bidder that does not meet CCWA's SLBE participation goal is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of the following actions were taken:

- |     | <u>YES</u>               | <u>NO</u>                |   |
|-----|--------------------------|--------------------------|---|
| 1.  | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a pre-bid meeting, if any, scheduled by CCWA to inform SLBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of SLBEs in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities.   |
| 2.  | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or Bid opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Bid.  |
| 3.  | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested SLBEs with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations.   |
| 4.  | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to SLBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub-contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained.  |
| 5.  | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to divide the work for SLBE subcontracting in areas likely to be successful and identify portions of work available to SLBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Bidder to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6.  | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential SLBE sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an SLBE could not readily and economically obtain them in the marketplace.  |
| 7.  | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of SLBEs.  |
| 8.  | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the CCWA Contracts, Compliance and Risk Management Section seeking assistance in identifying available SLBEs.  |
| 9.  | <input type="checkbox"/> | <input type="checkbox"/> | Exploration of joint venture opportunities with SLBEs.  |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | Other actions (specify):  |

Please explain any "no" answers listed above (by number):

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*This list is a guideline and by no means exhaustive. CCWA will review these efforts, along with other documents, towards assessing the Bidder/Bidder's efforts to meet CCWA's SLBE goal. If you require assistance in identifying certified SLBEs, please contact the Contracts, Compliance and Risk Management Section at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) or at 770-960-5880.*

**FORM SLBE-5**  
**POST-AWARD – MONTHLY SLBE PARTICIPATION REPORT –**  
**CONTRACT GOAL**

**Instructions to Contractors**

The prime contractor must complete the participation report and submit the form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form will result the pay application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. SLBE Amount: The amount of the contract for which the SLBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total SLBE earnings-to-date. Divide the total contract amount by the total SLBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

**GENERAL INFORMATION**

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA or any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the SLBE is responsible may be used to satisfy the requirement.

**FORM SLBE-5**

**POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – CONTRACT GOAL**

PROJECT NO. (S): \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

CONTRACT AMOUNT: \$ \_\_\_\_\_

PAY APPLICATION PERIOD END DATE: \_\_\_\_\_

Check if final payment >>>  FINAL PAYMENT

% SLBE GOAL \_\_\_\_\_

SLBE AMOUNT \$: \_\_\_\_\_

NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL SLBE EARNINGS TO-DATE: \_\_\_\_\_

% CONTRACT: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.

SIGNED \_\_\_\_\_  
CONTRACTOR

REMARKS \_\_\_\_\_  
\_\_\_\_\_

**FOR DEPARTMENT USE ONLY:**

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:  
SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:  
SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_



**FORM SLBE-6**

**Request for Subcontractor Removal/Substitution**

Prior to submitting this form to Risk Management you must notify the SLBE in writing of your intent and allow the SLBE five (5) days to respond.

Request Date:		Contract/Project #	
Contract Value:	SLBE Contract Amount:	Amount Paid to SLBE:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name & Email:		Prime Contact Phone:	
Name of SLBE Firm:		SLBE Contact Name:	
SLBE Firm Address:		SLBE Contact Phone:	

Was SLBE firm given five (5) days written notice of intent?  Yes or  No If yes, please attach written notice.

Will the SLBE goal for the project still be met?  Yes or  No or  N/A

Reason(s) for removal/substitution. **Check all that apply**

- The listed SLBE** is no longer in business.
- The listed SLBE** requested removal.
- The listed SLBE** failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by **the listed SLBE** was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an SLBE? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

<b>Prime Authorized Signature:</b>	<b>Date:</b>
Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Reason for rejection:	
<b>Risk Management Authorized Signature:</b>	<b>Date:</b>

This form should be completed and submitted (with all required documentation) to:

Clayton County Water Authority  
ATTN: RISK MANAGEMENT  
1600 Battle Creek Rd.  
Morrow, GA 30260

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A. BIDDER

Bid of \_\_\_\_\_ (hereinafter "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable). Submitted to the Clayton County Water Authority (hereinafter "Owner").

B. TOTAL LUMP SUM WORK

Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including taxes, overhead, and profit, the following lump sum of:

TOTAL LUMP SUM WORK: \$ \_\_\_\_\_

C. CASH ALLOWANCES

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a cash allowance basis.

Item	Description	Cash Allowance
C1	Soil and Concrete Testing	\$30,000
C2	Asbestos Testing and Abatement	\$10,000

D. CONTINGENCY ALLOWANCES

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a contingency allowance basis.

Item	Description	Contingency Allowance
D1	Unforeseen Work Elements	\$200,000

E. UNIT PRICE WORK

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidder acknowledges that unit prices have been computed in accordance with paragraph 13.03 of the General Conditions and Section 01 29 76, Progress Payment Procedures.

Bidder further acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities.

<b>Unit Price Bid Schedule – For Additional Work if Approved by the Owner</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
E1	Select Fill	CY	100	\$	\$
E2	Additional Graded Aggregate Base	TON	2	\$	\$
E3	Bollards	EA	5	\$	\$
E4	Additional Fencing	LF	50	\$	\$
<b>Total of All Unit Price Bid Items</b>					\$

Bidder acknowledges that the total of the amounts shown above are estimated amounts to be included in the Base Bid, and that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

F. TOTAL BASE BID PRICE

**TOTAL BASE BID PRICE (Sum of Items B, C, D, and E):**

\$ \_\_\_\_\_

TOTAL BASE BID WRITTEN IN WORDS

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

G. SELECTED EQUIPMENT MANUFACTURERS

The Bidder shall provide identification of the equipment manufacturer being supplied for each component listed below. See specifications for approved manufacturers for each component.

<b>Item</b>	<b>Component</b>	<b>Specification Section</b>	<b>Selected Manufacturer</b>
1	Low Voltage Motor Control Center	26 24 19	1. Eaton 2. Square D 3. Allen-Bradley 4. General Electric No Substitutes

Item	Component	Specification Section	Selected Manufacturer
2	Engine Generator	26 32 13	1. Cummins 2. Caterpillar No Substitutes
3	Automatic Transfer Switch	26 36 23	1. Eaton 2. ASCO 3. Russelectric No Substitutes
4	Mechanical Screen and Conveyor	46 21 13	1. Headworks International 2. Huber Technology 3. JWC 4. Duperon Or Equal: _____
5	Submersible Pumps	43 25 13	1. Flygt 2. Sultzer/ABS 3. KSB 4. Homa Or Equal: _____

#### H. BIDDER ACKNOWLEDGEMENTS AND CERTIFICATIONS

In compliance with your Advertisement for Competitive Sealed Bid, Bidder hereby proposes to perform all Work for the **Walnut Creek Lift Station** in strict accordance with the Contract Documents as enumerated in the Advertisement for Competitive Sealed Bid, within the time set forth therein, and at the prices stated below.

By submission of this Bid, Bidder certifies, and in the case of joint Bid each party thereto certifies as to the party's own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.

In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

In submitting this Bid, Bidder accepts all terms and conditions of the Bidding Documents. Contract Execution: The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding documents.

Insurance: Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

Liquidated Damages: Bidder accepts the provisions in the Agreement form as to liquidated damages.

Sales and Use Taxes: Bidder agrees to cooperate with Owner in accordance with the provisions in Section 00 73 00 Supplementary Conditions paragraph 7.10E.

Addenda: The Bidder hereby acknowledges that he has received the following Addenda to these Specifications (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid includes all impacts resulting from said Addenda.

Addendum No.	Date

I. SURETY:

If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

\_\_\_\_\_ whose address is

Street

City

State

Zip

J. BIDDER INFORMATION

Georgia Utility Contractors License No.: \_\_\_\_\_  
(Successful Bidder will be required to hold a valid Georgia Utility Contractors License)

Submitted by:

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Attest) (SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Bidder's E-Mail Address)

\_\_\_\_\_  
(Bidder's Website Address)

**END OF SECTION**

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BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

hereinafter called the Principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

and authorized to do business in the State of Georgia as Surety, are held and firmly bound unto Clayton County Water Authority, as Owner, hereinafter called the Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for construction of the **WALNUT CREEK LIFT STATION** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled: **WALNUT CREEK LIFT STATION**.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of **5 percent of the base bid** be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the Contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CONTRACTOR – PRINCIPAL:

By: \_\_\_\_\_  
\_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*

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

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

Attest: \_\_\_\_\_  
\_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*

Title: \_\_\_\_\_ (SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

By: \_\_\_\_\_  
\_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*

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

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

Attest: \_\_\_\_\_  
\_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*

Title: \_\_\_\_\_ (SEAL)

END OF SECTION



Section 00 45 13  
Bidders Qualifications

To demonstrate Minimum Contractor Corporate Experience as required in Section 00 21 13 Instructions to Bidder Part 1.07, complete the following Corporate Information and Project Information Forms. Submit Project Information Form for all projects required to meet these criteria.

**Corporate Information**

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement.

1. Name of Bidder: \_\_\_\_\_
2. Permanent main office address, phone numbers, and email address of primary contact:  
\_\_\_\_\_  
\_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a Corporation, where incorporated: \_\_\_\_\_
5. How many years has the Bidder been engaged in the contracting business under its present firm or trade name? \_\_\_\_\_
6. Names, position and years of experience of the principal members of the Bidder's organization, including officers:

Name	Position	Years of Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

Bidder:

\_\_\_\_\_

By:

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

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

Notary Public:

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

Commission Expires:

\_\_\_\_\_

*(Date)*

(SEAL)

**PROJECT INFORMATION FORM**

(Page 1 of 3)

Bidder Name: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder:

Project Manager: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Project Owner:

Owner Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

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

Design Firm:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Construction Contract Administration (if applicable):

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

**PROJECT INFORMATION FORM**

(Page 2 of 3)

**Contract:**

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

Bid Price / Contract Amount: \_\_\_\_\_

Final Contract Price: \_\_\_\_\_

**Contract Time**

Initial: \_\_\_\_\_

Final: \_\_\_\_\_

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

Percentage of Work performed by Applicant: \_\_\_\_\_ %

Explain Reasons for Variances to Contract Amount and/or Time: \_\_\_\_\_

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

**Major Subcontractors (or state 'self-perform'):**

Concrete: \_\_\_\_\_

Subcontractor PM: \_\_\_\_\_

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

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

Electrical: \_\_\_\_\_

Subcontractor PM: \_\_\_\_\_

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

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

Instrumentation & Controls: \_\_\_\_\_

Subcontractor PM: \_\_\_\_\_

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

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

**PROJECT INFORMATION FORM**

(Page 3 of 3)

Erosion Control: \_\_\_\_\_  
Subcontractor PM: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Bypass Pumping: \_\_\_\_\_  
Subcontractor PM: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Paving: \_\_\_\_\_  
Subcontractor PM: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

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Section 00 45 19  
Statement of Noncollusion

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Each Bidder shall complete the following statement in accordance with OCGA 36-91-21(e):

STATE OF \_\_\_\_\_ }  
  } §  
COUNTY OF \_\_\_\_\_ }

That (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any State, County, City, or Authority official or employee as to quantity, quality, or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between Bidders and any State, County, City, or Authority official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ Bidder (Affiant)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

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

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Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit A and is incorporated into this Agreement by reference herein.

By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

- 1. \_\_\_\_\_ 500 or more employees;
- 2. \_\_\_\_\_ 100 or more employees;
- 3. \_\_\_\_\_ Fewer than 100 employees.

The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

- 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.

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

**Authorized Signature:** \_\_\_\_\_

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

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

**EXHIBIT A  
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the Contract, the federal work authorization program – EEV/Basic Pilot Program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this Contract with the Clayton County Water Authority, the Contractor will only employ or Contract with subcontractor(s) who can present a similar affidavit verifying the subcontractor's compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the Contractor.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
(Please enter your four to six numeric characters)

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent if Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
  
\_\_\_\_\_

**EXHIBIT A-1  
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of Contractor) \_\_\_\_\_ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of this contract the federal work authorization program – EEV/Basic Pilot Program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the subcontractor(s) presenting such affidavit(s) to the Subcontractor.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
(Please enter your four to six numeric characters)

\_\_\_\_\_  
BY: Authorized Officer or Agent  
Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

END OF SECTION

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THIS AGREEMENT is between Clayton County Water Authority (hereinafter called Owner) and \_\_\_\_\_, (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

1.1 Contractor shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Walnut Creek Lift Station**.

2. ENGINEER

2.1 Hazen and Sawyer is hereinafter called Engineer and is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

3.1 Contract Time:

3.1.1 Contractor will achieve Substantial Completion and Work required on or before the date specified, or within 210 days from the date the Contract Times commence to run as provided in paragraph SC-4.01 A of the Supplementary Conditions and all Work will be finally completed and ready for payment in accordance with paragraph 15.06 of the General Conditions within 270 days from the date the Contract Times commence to run.

3.2 Liquidated Damages:

3.2.1. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner at the daily rate of One Thousand Five Hundred Dollars (\$1,500.00) per day for each day that expires after the time specified in paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2 After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3. Owner shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

#### 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an adjusted amount equal to the sum of the amounts determined pursuant to the following:

4.1.1. For the Lump Sum Work:

_____		DOLLARS
(Words)		
_____	CENTS	\$ _____
(Words)		(Figures)

4.1.2 Plus: Cash Allowance Items:

4.1.2.1 Cash Allowance for Soil and Concrete Testing:

Thirty Thousand Dollars and No Cents \$30,000.00

4.1.2.2 Cash Allowance for Asbestos Testing and Abatement:

Five Thousand Dollars and No Cents \$10,000.00

4.1.3 Plus: Contingency Allowance Items:

4.1.3.1 Contingency Allowance for Unforeseen Work Elements:

Two Hundred and Thousand Dollars and No Cents \$200,000.00

4.1.4. Plus: Unit Price Work (an estimated amount of): \$ \_\_\_\_\_

4.1.4 TOTAL CONTRACT PRICE:

_____		DOLLARS
(Words)		
_____	CENTS	\$ _____
(Words)		(Figures)

---

## 5. RETAINAGE

5.1 Prior to Substantial Completion, Owner shall retain from progress payments 10 percent of the value of Work completed, and 10 percent of the value of stored materials and equipment. When Work has been 50 percent completed as determined by Owner, the provisions of paragraph SC-15.01 B. shall be applicable to the withholding of further retainage. Following Substantial Completion, Owner shall retain from progress payments an amount, not to exceed 200 percent of the value of the outstanding Work.

## 6. INTEREST

6.1 Monies not paid when due as provided in the Contract Documents shall bear interest at the rate to be negotiated between Owner and Contractor.

## 7. CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor's representations are set forth as follows:

7.1.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

7.1.2 Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents.

7.1.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examination, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

7.1.4. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities, if any, at or contiguous to the site and has included costs as defined by paragraph 5.05 of the General Conditions.

7.1.5. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

7.1.6. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

## 8. CONTRACT DOCUMENTS

8.1 The Contract documents which comprise the entire Agreement between Owner and Contractor concerning Work are defined in paragraph 1.01.A.13 of the General Conditions.

8.2 Except for the Notice to Proceed, Drawings, and Addenda, these Contract Documents are also listed in the Tables of Contents and are bound in three volumes, identified as Contract Documents for construction of the **Walnut Creek Lift Station**.

8.3 Drawings consist of sheets listed in the Table of Contents with each sheet bearing the following general title: **Walnut Creek Lift Station**.

8.4 Standard details (Drawings), bound with the above-noted volumes.

8.5 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

8.6 Exhibits to this Agreement include:

8.6.1. Conformed Bid Form.

8.6.2. Executed Performance and Payment Bonds.

8.6.3. Documents submitted by Contractor prior to execution of Agreement

8.6.4. Statement of Noncollusion.

## 9. MISCELLANEOUS

9.1. No assignment by the Contractor hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in six copies. Two counterparts each have been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed by Owner and Contractor.

Owner: CLAYTON COUNTY WATER AUTHORITY

Contractor:

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

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

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

Address for giving notices

Address for giving notices

1600 Battle Creek Road

\_\_\_\_\_

Morrow, Georgia 30260

\_\_\_\_\_

(If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement).

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_  
(If Contractor is a corporation, attach evidence of authority to sign).

[CORPORATE SEAL]

[CORPORATE SEAL]

**END OF SECTION**

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KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
 (as Contractor, hereinafter referred to as the "Principal"), and \_\_\_\_\_  
 (as Surety Company, hereinafter referred to as the "Contractor's Surety"), are held and firmly  
 bound unto the Clayton County Water Authority (as Owner, hereinafter referred to as the  
 "Authority"), for the use and benefit of any "Claimant" as hereinafter defined in the sum of \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_) lawful  
 money of the United States of America, for the payment of which the Principal and the Contractor's  
 Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
 and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement  
 with the Authority, dated \_\_\_\_\_, which is incorporated  
 herein by reference in its entirety (hereinafter referred to as the "Contract"), for the construction  
 of a project known as **WALNUT CREEK LIFT STATION**, (hereinafter referred to as "the Project").

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms,  
 provisions and requirements of the Contract, including and during the period of any  
 warranties or guarantees required thereunder, and all modifications, amendments,  
 changes, deletions, additions, and alterations thereto that may hereafter be made; and  
 if the Principal and the Contractor's Surety shall indemnify and hold harmless the  
 Authority from any and all losses, liability and damages, claims, judgments, liens, costs  
 and fees of every description, including but not limited to, any damages for delay,  
 which the Authority may incur, sustain or suffer by reason of the failure or default on  
 the part of the Principal in the performance of any and all of the terms, provisions and  
 requirements of the Contract, including all modifications, amendments, changes,

- deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;
    - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the Authority to the Contractor's Surety;
    - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Authority.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CONTRACTOR – PRINCIPAL:

By: \_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attest: \_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*  
Title: \_\_\_\_\_ (SEAL)

SURETY:

By: \_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attest: \_\_\_\_\_  
*(name signed)*  
\_\_\_\_\_  
*(name printed or typed)*  
Title: \_\_\_\_\_ (SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

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Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
(as Contractor, hereinafter referred to as the "Principal"), and \_\_\_\_\_  
(as Surety Company, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto the Clayton County Water Authority (as Owner, hereinafter referred to as the "Authority"), for the use and benefit of any "Claimant" as hereinafter defined in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the Authority, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract"), for the construction of a project known as **WALNUT CREEK LIFT STATION** (hereinafter referred to as "the Project").

**NOW THEREFORE**, the conditions of this obligation is such, that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Authority, or the filing of a Lien against the property of the Authority affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CONTRACTOR – PRINCIPAL:

By: \_\_\_\_\_  
 \_\_\_\_\_  
*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

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

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

(SEAL)

SURETY:

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

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

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

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

*(name signed)*

\_\_\_\_\_

*(name printed or typed)*

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

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION



**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

EJCDC C-700, Standard General Conditions of the Construction Contract

(2013 Edition)

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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1015 15th Street N.W., Washington, DC 20005  
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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 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 15.03 or 15.04).
- 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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: 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 Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### *2.02 Copies of Documents*

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

### *2.03 Before Starting Construction*

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

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

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

#### 2.05 *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 2.03.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 the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.



## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, 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 part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
    - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
    - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

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

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

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

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

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *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.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

- A. *Limitation on Use of Site and Other Areas:*
  - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris 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 and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.

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

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and



recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. 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; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

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

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. 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.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
  1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this



Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. 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 or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

arising out of, or resulting from fire or other perils whether or not insured by Owner;  
and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

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

#### 7.01 *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.

- 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.

#### 7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.03 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

#### 7.04 *"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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, 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
    - 4) it is not objectionable to Owner.
  - 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.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

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

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

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

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *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.

#### 7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if



any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *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.

#### 7.14 *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.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - 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 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- 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 or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.3 and

Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on 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;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.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 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## 7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

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

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

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

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

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

### **9.02 *Replacement of Engineer***

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

### **9.03 *Furnish Data***

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

### **9.04 *Pay When Due***

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

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

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



9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

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

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

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

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

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

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

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

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

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

#### 11.03 *Unauthorized Changes in the Work*

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

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. 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;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and 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 13.01.
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, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. 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 Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: 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.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

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

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

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

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

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

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

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

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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, a warehouse bond, 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.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, 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 money 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 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.



D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

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

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

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

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

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all disputes that Contractor believes are unsettled; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the 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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

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

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When

exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *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; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

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

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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 are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

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

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

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

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

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



18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

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These SUPPLEMENTARY CONDITIONS amend, modify or supplement Section 00 70 00 the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT as prepared by the Engineers Joint Contract Documents Committee (EJCDC), Form C-700, 2013 Edition (hereinafter "the General Conditions"). To the extent these SUPPLEMENTARY CONDITIONS amend, modify, or supplement the General Conditions, said SUPPLEMENTARY CONDITIONS take precedence and shall control. All provisions of the General Conditions not so amended, modified, or supplemented, shall remain in full force and effect.

**SC-1.01 A.8.** Paragraph 1.01.A.8 of the General Conditions is amended to read as follows:

*Change Order:* A document which is signed by Contractor and Owner, and by Engineer if requested by 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.

**SC-1.01 A.15.** Paragraph 1.01 A.15 of the General Conditions is amended by the addition of the following provision:

Execution of this Agreement by Contractor constitutes an acknowledgement and agreement by Contractor that all Contract Times stated in the Contract Documents are reasonable and are of sufficient duration for the Work required to be performed within such times. Contractor acknowledges that Work on Saturdays, Sundays, or legal holidays requires the prior written approval of Owner and further requires that Contractor shall be responsible for, and shall pay, any and all overtime or extra cost incurred by Owner or Engineer resulting from such Work on Saturdays, Sundays, or legal holidays. Contractor further acknowledges that unless expressly stated otherwise, all days and times set forth in the Contract Documents are measured by calendar days.

**SC-1.01 A.20.** Paragraph 1.01. A.20 of the General Conditions is amended to read as follows:

*Engineer:* The individual or entity named as such in the Agreement or any substitute or successor as subsequently identified by Owner in writing to Contractor.

**SC-1.01 A.29.** Paragraph 1.01. A.29 of the General Conditions is amended to read as follows:

*Progress Schedule:* A detailed written 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. The Project Schedule shall be in such form and format as the Owner or Engineer may require. It shall be updated not less frequently than monthly, or as otherwise required by the Contract Documents, and it shall at all times reflect the current and existing critical path of the Work to be completed. The Owner and Contractor specifically agree that any float contained in the Progress Schedule, or any update thereof, shall belong to the Project, and in no event, shall Contractor make a claim for any alleged delay, acceleration, or early completion so long as the Project is completed within the Contract Time

**SC-1.01 A.35.** Paragraph 1.01. A.35 of the General Conditions is amended by the addition of the following provision:

The Schedule of Values shall be in such form and format as the Owner or Engineer may require, and Contractor shall provide such information and data as Owner or Engineer may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The Schedule of Values shall only be used as a basis for evaluating Contractor's Applications for Payment and receipt and approval of such Schedule by Owner and Engineer are conditions precedent to payment of any sums to Contractor.

**SC-1.02 E.** Paragraph 1.02. E. of the General Conditions is amended by the addition of the following provision to be identified as Paragraph 1-02. E.5:

The words "include" or "including," as used in the Contract Documents, shall be deemed to be followed by the phrase "without limitation."

**SC-2.01 A.** Paragraph 2.01 A. of the General Conditions is amended by the addition of the following provision:

Such bonds shall be executed by a surety acceptable to Owner and shall be in such form as Owner may require. All such bonds must comply with all requirements of Georgia law.

**SC-2.01 C.** Paragraph 2.01 C. of the General Conditions is amended by the insertion of the following phrase at the beginning of said Paragraph:

Upon written request of Contractor, . . .

**SC-2.02 A.** Paragraph 2.02 A. of the General Conditions is amended by the deletion of the first sentence of said Paragraph and the substitution in lieu thereof of the following:

Owner shall furnish to Contractor 2 full size copies, and one electronic copy, of the Contract Documents.

**SC-2.04 B.** Paragraph 2.04 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, to the extent the policies or procedures of Owner require that any decision of Owner's authorized representative must first be approved by any officer or senior management employee of Owner, or by the Board of Directors of Owner, such decision shall not be binding or final until such approval has been issued in writing.

**SC-2.05 A.** Paragraph 2.05 A. of the General Conditions is amended by the addition of subparagraph 4. to read as follows:

Notwithstanding any other provision in this Paragraph 2.05, the Progress Schedule, Schedule of Submittals, and Schedule of Values shall comply with all other requirements of the Contract Documents and all must be acceptable to, and approved by, Owner.

**SC-3.03 A.2.** Paragraph 3.03 A.2 of the General Conditions is amended by the addition of the following provision:

Contractor shall have a continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings and any applicable product data and shall give written notice to Engineer of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval, by Owner or Engineer of the Contract Documents, Shop Drawings, or any product data shall not relieve Contractor of the continuing duties imposed hereby. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE TO CONTRACTOR CONCERNING THE CONTRACT DOCUMENTS. By execution of this Agreement, Contractor acknowledges that it has received, reviewed, and carefully examined the Contract Documents and has reported in writing to Engineer any inconsistencies, ambiguities, errors, or omissions discovered by Contractor in said Documents.

**SC-3.03 B.1.** Paragraph 3.03 B.1 of the General Conditions is amended by the addition of the following subparagraph c.:

In resolving conflicts, discrepancies, or inconsistencies among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on Documents and scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the large-scale shall govern; (c) as between Drawings and Specifications, the requirements of the Specifications shall govern; (d) as between the General Conditions and the Supplementary Conditions, the Supplementary Conditions shall govern. Any and all such conflicts, discrepancies, or inconsistencies shall be immediately reported by Contractor in writing to Engineer.

**SC-3.04 B.** Paragraph 3.04 B of the General Conditions is amended by the deletion of the following language at the end of such Paragraph:

. . . and on Owner, unless it objects.

**SC-4.01 A.** Paragraph 4.01 A. of the General Conditions is deleted in its entirety and in lieu thereof the following is inserted:

The award of the Contract, if made, shall be to the lowest responsible bidder, or, if applicable, to the proposer whose proposal has been accepted, within ninety (90) days after the opening of bids or proposals; however, in no event shall the award be made until any required investigations are made as to the responsibility of the bidder or proposer to whom it is proposed to award the Contract. Following award and execution of this Agreement, and following receipt by Owner of

the required bonds and certificates of insurance, Contractor shall commence Work within ten (10) days from the date specified in a written Notice to Proceed issued by Owner or Engineer. The Contract Time shall commence to run upon issuance to Contractor of such Notice to Proceed. No work shall commence prior to the issuance of the Notice to Proceed or before delivery to Owner of the required bonds and certificates of insurance. Should Owner unreasonably delay issuance of the Notice to Proceed through no fault of Contractor, Contractor's sole and exclusive remedy shall be an extension of the Contract Time to the extent the time of performance has been reasonably delayed, but in no event, and under no circumstances, shall Contractor be entitled to an increase in the Contract Price.

**SC-4.02 A.** Paragraph 4.02 A. of the General Conditions is deleted in its entirety.

**SC-4.04 B.** Paragraph 4.04 B. of the General Conditions is amended by the addition of the following provision:

Strict compliance with all requirements of this Paragraph, and with all other scheduling requirements set forth in the Contract Documents, is a condition precedent for payment to Contractor, and any failure by Contractor to strictly comply with said requirements shall constitute a material breach of this Agreement.

**SC-4.05 C.** Paragraph 4.05 C. of the General Conditions is amended by adding the following subparagraphs:

#### 5. Weather-Related Delays

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
  - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
    - i. Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.1-inch of precipitation.
    - ii. Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
  - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by NOAA National Weather Service weather monitoring station at Jonesboro, GA.

- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the Foreseeable Bad Weather Days table.

**Foreseeable Bad Weather Days**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
6	6	6	6	5	6	6	5	4	4	5	7

- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the Foreseeable Bad Weather Days table will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**SC-5.01 A.** Paragraph 5.01 A. of the General Conditions is amended by the addition of the following provision:

Prior to submission of its bid or proposal, Contractor shall inspect the Project site and shall include within its bid or price the cost of addressing all site conditions reasonably ascertainable from such inspection. Contractor shall also examine and inspect all easements and rights-of-way necessary for completion of its Work and shall comply with all conditions and stipulations of same. In no event shall Contractor enter upon the property of an adjacent landowner not under the control of Owner until such time as proper easements have been obtained and filed of record. Contractor shall in no event be entitled to damages, additional compensation, or any change in the Contract Price arising out of or relating to any failure by Owner to obtain any easement or rights-of-way.

**SC-5.03** Paragraph 5.03 of the General Conditions is deleted in its entirety and in lieu thereof the following provisions are inserted:

Reports, tests, and drawings relating to the Project site are not Contract Documents. They represent information available to Engineer in the design of the Project. Any conclusions drawn from this information are the responsibility of Contractor, and neither Owner nor Engineer makes any representations or warranties concerning the accuracy or completeness of any such reports, tests, or drawings. Upon written request, and to the extent available, the following reports, tests, and drawings will be made available for review by Contractor or its representatives:

- Report of Subsurface Exploration and Geotechnical Engineering Evaluation (Willmer Engineer, January 07, 2020)
- Walnut Creek Lift Station Flood Study (Columbia Engineering, April 10, 2020)

**SC-5.04 A.1.** Paragraph 5.04 A.1. of the General Conditions is amended by the deletion of such provision.

**SC-5.06 B.** Paragraph 5.06 B. of the General Conditions is amended by the addition of the following language at the beginning of the first sentence thereof:

Except to the extent otherwise provided herein . . .

**SC-6.01 A.** Paragraph 6.01 A. of the General Conditions is amended by the deletion of the second sentence in said Paragraph and the insertion of the following sentence in lieu thereof:

These bonds shall remain in full force and effect for such time as provided by Georgia law or for such longer time as may be provided by the terms of said bonds

**SC-6.01 B.** Paragraph 6.01 B. of the General Conditions is amended by the addition of the following provision:

In addition to all other requirements set forth hereinabove, and in addition to all other insurance requirements set forth below, all bonds and policies of insurance required by the Contract Documents shall be issued by companies having a Best's rating of no less than A: VII. All such bonds and policies of insurance, as well as all required certificates of insurance, shall be executed or countersigned by a licensed resident agent of the surety or insurance company having its principal place of business in the State of Georgia, and in all ways complying with the laws of the State of Georgia.

**SC-6.01 G.** Paragraph 6.01 of the General Conditions is amended by the addition of subparagraph G. thereto which shall read as follows:

Upon request of Owner or Engineer, Contractor shall obtain and furnish to Owner and Engineer written consent of its performance bond surety to any Contract payment, proposed or executed Change Order, or such other action as may be taken or contemplated under the Contract Documents. Absence of such consent of surety, however, shall in no manner whatsoever relieve, release, or discharge any surety from any of its obligations under the performance bond, the payment bond, or otherwise.

**SC-6.03 K.** Paragraph 6.03 of the General Conditions is amended by the addition of subparagraph K. which provides as follows:

In addition to the insurance requirements set forth hereinabove, Contractor shall comply with any additional insurance requirements as set forth in the **attached Exhibit "A"**. In the event of any conflict between the requirements of Paragraph 6.03 as set forth hereinabove, and the requirements as set forth in Exhibit "A," the requirements of Exhibit "A" shall govern and control.

**SC-6.03 I.3.** Paragraph 6.03. I.3 of the General Conditions is amended by the deletion of the phrase ". . . until at least 10 days prior written notice. . ." and the substitution in lieu thereof of the following phrase:



“ . . . until at least 90 days prior written notice . . . ”

**SC-6.05 B.** Paragraph 6.05 B. of the General Conditions is amended by the deletion of the phrase “ . . . until at least 10 days prior written notice. . . ” and the substitution in lieu thereof of the following phrase:

“ . . . until at least 90 days prior written notice. . . ”

**SC-7.01 B.** Paragraph 7.01 B. of the General Conditions is amended by the deletion of said paragraph in its entirety and the substitution in lieu thereof of the following provision:

At all times during the progress of the Work, Contractor shall assign an on-site, full-time, competent, and experienced superintendent to the Project who, so long as said superintendent remains in the employment of Contractor, shall not be replaced without the prior written consent of Owner. **Such superintendent shall have no less than three years' experience as a superintendent on one or more projects similar in nature, size, and scope to the Project.** Contractor shall furnish Owner a detailed resume setting forth the qualifications of such superintendent prior to his or her assignment to the Project. The qualifications of such superintendent must be acceptable to Owner. The superintendent shall be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to, or received by, the superintendent shall be binding on Contractor.

**SC-7.01 C.** Paragraph 7.01 of the General Conditions is amended by the addition of subparagraph 7.01 C. which shall read as follows:

Contractor shall prepare and submit to Owner and Engineer a daily report setting forth for each day of Work the weather conditions; the number of workers present by craft; the identity of all management and supervisory personnel on site; a list of all active and inactive equipment on site; work accomplished by scheduled activity; all problems and issues impacting the Work in whole or in part; an identification of any visitors to the site; and such other information as may be relevant to the status of performance of this Agreement. This report shall be signed by the Project superintendent of Contractor or Contractor's other designated representative and shall be delivered to Owner and Engineer on or before 10:00 a.m. of the day following the day which is the subject matter of the report.

**SC-7.02 B.** Paragraph 7.02 B. of the General Conditions is amended by the deletion of the second sentence in said Paragraph and the substitution in lieu thereof of the following provision:

Contractor may perform Work outside regular business hours or on Saturdays, Sundays, or legal holidays only with the prior written consent of Owner which Owner may grant or withhold in its sole discretion. Before performing any authorized work on any of these days, or before performing authorized work outside regular business hours, Contractor shall provide Engineer and Owner not less than seventy-two (72) hours prior written notice.

**SC-7.06 F.** Paragraph 7.06 F. of the General Conditions is amended by the deletion of the phrase “If Owner requires the replacement of any Subcontractor . . .” and in lieu thereof the substitution of the following phrase:

“If without good cause, Owner requires the replacement of any Subcontractor. . .”

**SC-7.06 K.** Paragraph 7.06 K. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Contractor acknowledges and agrees that Owner or Engineer may communicate directly with Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work for the purpose of determining whether or not any of said entities have been, or are being, timely paid by Contractor or whether or not Contractor is otherwise complying with its obligations under this Agreement.

**SC-7.06 L.** Paragraph 7.06 L. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Contractor shall perform not less than twenty-five percent (25%) of all on-site labor with employees of Contractor.

**SC-7.06 P.** Paragraph 7.06 of the General conditions is amended by the addition of subparagraph P. thereto which shall read as follows:

In the event any Subcontractor or Supplier makes claim against Contractor for any increase in the subcontract price due such Subcontractor or Supplier, or for an increase in the time to perform any of the Work, or for any other compensation or relief, Contractor shall assert any and all available contractual, legal, and equitable defenses to any such claim or claims. Such defenses include, but are not limited to, any and all notice and claim defenses arising under the applicable subcontract or supplier agreement and all defenses arising under this Agreement as incorporated therein. Contractor shall not agree to “pass through” any such claim to Owner, or to pay any such claim, if it is subject to any of the defenses as set forth hereinabove. Contractor’s duty to defend against any invalid claims includes, but is not limited to, the duty to defend such claims in a court of competent jurisdiction or in arbitration, if applicable. Failure of Contractor to defend against any invalid Subcontractor or Supplier claims as required herein shall constitute a complete and unequivocal waiver of any right of Contractor to seek reimbursement from Owner or Engineer. Contractor shall furthermore indemnify and hold Owner harmless from any and all cost and expense, including attorneys’ fees and expert witness fees and cost, incurred in defending any Subcontractor or Supplier claims to which a valid contractual, legal or equitable defense was available to Contractor.

**SC-7.06 Q.** Paragraph 7.06 of the General Conditions is amended by the addition of subparagraph Q. thereto which shall read as follows:

Contractor shall require all Subcontractors, Suppliers, and others performing or furnishing any of the Work to maintain insurance coverages as set forth in Exhibit "A" hereto including, but not limited to, completed operations coverage at the minimum level stated in said Exhibit. Contractor shall maintain certificates of insurance from all such entities and said certificates shall be available upon request for inspection by Owner or Engineer.

**SC-7.08 A.** Paragraph 7.08 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Owner agrees that any fees for permits or licenses, or any inspection fees, obtained from, or payable directly to, Owner are waived. Contractor, however, shall pay for all other permits, licenses, and inspection fees required by any other governmental entity or agency.

The Owner has applied for the following permits related to the Project:

1. Clayton County Site Development Permit (including erosion and sediment control)
2. Clayton County Building Permit
3. Georgia Environmental Protection Division Stream Buffer Variance
4. Georgia Environmental Protection Division Sanitary Sewer Extension

NPDES Notice of Intent is not required for this project.

**SC-7.10 D.** Paragraph 7.10 of the General Conditions is amended by the addition of subparagraph D. thereto which shall read as follows:

While not intended to be inclusive of all Laws and Regulations for which Contractor is or may be responsible, the following Laws or Regulations are included herein by reference and compliance with same by Contractor is mandated by this Agreement:

- (1) Contractor shall not pay less than the prevailing rate of wages in accordance with O.C.G.A. § 34-4-3;
- (2) Qualified employees may be relieved from work for up to two hours to vote as provided by O.C.G.A. § 21.2-404;
- (3) Contractor and its Subcontractors, as well as others for whom they are responsible, shall not engage in discrimination as prohibited by O.C.G.A. § 34-1-2 or as prohibited by any other state or federal Law or Regulation;
- (4) Contractor shall comply with all notification requirements for excavators as required by O.C.G.A. § 25-9-6;
- (5) Contractor shall register and participate in the electronic verification ("E-Verify") of work authorization operated by the United States Department of Homeland Security or any equivalent federal work authorization program. The Contractor shall verify that its employees, and the employees of its Subcontractors, are in compliance with the Immigration Reform and Control Act of 1986, as required by applicable state law, including O.C.G.A. §13-10-91 *et. seq.* Contractor shall provide Owner and Engineer with executed affidavits verifying such employees' compliance with the federal and state laws identified

hereinabove. Contractor shall secure similar affidavits from all of its Subcontractors verifying their compliance with said federal and state laws. At all times applicable to this Agreement, and for not less than three years after final completion of the Project or for such longer time as may be required by law, Contractor shall maintain detailed records demonstrating compliance by it and its Subcontractors with these legal requirements.

**SC-7.10 E.** Paragraph 7.10 of the General Conditions is amended by the addition of the following subparagraph E. which shall read as follows:

Contractor shall cooperate with Owner in securing any tax refunds, credits, or rebates due Owner or in utilizing any tax exemptions available to Owner. Such cooperation shall include, but shall not be limited to, the execution of any required or necessary documentation.

**SC-7.11 A.** Paragraph 7.11 A. of the General Conditions is amended by the addition of the following provision:

Receipt by Engineer of the record documents required herein is an express condition precedent for final payment to Contractor.

**SC-7.12 H.** Paragraph 7.12 of the General Conditions is amended by the addition of the following subparagraph H. which shall read as follows:

Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert traffic. Such barricades and signs shall be illuminated at night. Contractor shall be responsible for all damage, including any damage to the Work, resulting from any failure of the signs or barricades to protect the Work or related property from traffic, pedestrians, and animals, or from other sources. All barricades shall be acceptable to Owner and same shall comply with any and all rules, regulations, or other legal mandates of any governmental authorities having applicable jurisdiction.

**SC-7.18 B.** Paragraph 7.18 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, no claim whatsoever shall be made by Contractor against any officer, employee, board member, or agent of Owner, on account of anything done or alleged to be done in breach of this Agreement.

**SC-8.03 B.** Paragraph 8.03 B. of the General Conditions is amended by the addition of the following provision:

Furthermore, in the event the remaining contract balance is not sufficient to satisfy the damages due Owner after the set-off provided herein, Contractor shall promptly, upon demand of Owner, pay to Owner the remaining amount necessary to compensate Owner for said damages.

**SC-8.03 C.** Paragraph 8.03 C. of the General Conditions is amended by the addition of the following provision:

Furthermore, in the event the remaining contract balance is not sufficient to satisfy the damages due Owner after the set-off provided herein, Contractor shall promptly, upon demand of Owner, pay the remaining amount necessary to compensate Owner for said damages.

**SC-9.01 A.** Paragraph 9.01 A. of the General conditions is amended to read as follows:

Except as otherwise provided in the Contract Documents, or unless the Owner in its discretion determines to communicate otherwise, the Owner shall issue communications to Contractor through Engineer.

**SC-9.02 A.** Paragraph 9.02 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

In case of termination of the Engineer, Owner may appoint a substitute Engineer whose status under the Contract Documents shall be that of the former Engineer.

**SC-9.04 A.** Paragraph 9.04 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision of the Contract Documents, Owner and Contractor expressly agree that the terms of payment, payment period, and rates of interest set forth in this Agreement shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et. seq.* and the provisions of said Act are expressly waived.

**SC-10.01 A.** Paragraph 10.01 A of the General Conditions is amended to read as follows:

Engineer will be Owner's representative during construction unless otherwise directed in writing by Owner. Engineer shall not, however, be authorized to increase the Contract Price or the Contract Time, or to approve any Change Order, without Owner's express written consent. The duties and responsibilities of the Engineer are as set forth in the Contract Documents and will not be changed without written notice by Owner to Contractor.

**SC-10.02 A.** Paragraph 10.02 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, nothing contained in the Contract Documents shall limit or restrict any duty or obligation owed by Engineer to Owner arising out of, or related to, the Engineer's contract with Owner for engineering services.

**SC-10.06 A.** Paragraph 10.06 A. of the General Conditions is amended by the addition of the following provision;

Owner, however, shall have the express right to challenge any such determination for good cause and may submit any such challenge in accordance with the claim's provisions of this Agreement.

**SC-10.07 A.** Paragraph 10.07 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as Engineer may determine necessary which shall be consistent with the intent and reasonably inferable from the Contract Documents. Such written clarifications shall be binding on Owner and Contractor unless either notifies the Engineer within 10 days of receipt of same. Any dispute concerning entitlement to additional compensation or time arising out of any such clarifications or interpretations, shall be submitted for determination in accordance with the claim's provisions of this Agreement. If Owner requires, Contractor shall submit any claims, disputes or other matters relating to the Work, or to the requirements of the Contract Documents, to Engineer in writing for an initial decision. Such submission, if required by Owner, shall be a condition precedent to exercise by Contractor of any other rights or remedies provided by the Contract Documents or by law or equity with respect to any such claims, disputes or other matters.

**SC-10.08 B.** Paragraph 10.08 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision of this Paragraph, and notwithstanding any other provision of the Contract Documents, nothing contained in this Agreement nor in any provision of the Contract Documents, shall limit or restrict in any manner whatsoever the duties, obligations or responsibilities of the Engineer to Owner as set forth in the contract by and between Owner and Engineer or as provided by law or equity.

**SC-10.08 E.** Paragraph 10.08 E. of the General Conditions is amended by the addition of the following provision:

Furthermore, it is expressly agreed that any Resident Project Representative shall not have authority to authorize any deviation from the Contract Documents or approve any substitution of materials or equipment; undertake any of the responsibilities of the Contractor, the Contractor's superintendent, or of any Subcontractor; accept submittals from anyone other than Contractor; authorize Owner to occupy the Project in whole or in part; or participate in specialized tests or inspections conducted by others except as expressly authorized by the Engineer.

**SC-11.09 A.** Paragraph 11.09 A. is added to the General Conditions and said Paragraph shall read as follows:

Notwithstanding any other provision herein, Contractor acknowledges and agrees that some Change Orders (as determined by Owner in its discretion) shall require approval of Owner's Board

of Directors. Contractor further agrees that Owner shall have not less than 60 days to submit any such Change Orders to its Board of Directors for approval or rejection. In no event and under no circumstances shall Contractor make any claim for delay, acceleration, interference, or other claim for damages, cost, or expense arising out of, or relating to, the time required to secure approval or rejection of any Change Order, so long as said approval or rejection is made by the Board of Directors within 60 days after submission of the applicable Change Order by Contractor.

**SC-12.01 B.** Paragraph 12.01 B. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

Owner shall notify Contractor in writing of any claim by Owner against Contractor and Owner may furnish Engineer a copy of such notice. Within 20 days after receipt of Owner's notice of claim, Contractor shall notify Owner and Engineer in writing that (i) Contractor is in agreement with the claim in its entirety and affirms that it will execute a Change Order confirming such agreement; or, (ii) Contractor is in agreement with the claim in part, affirms that it will execute a Change Order confirming such partial agreement, and identifies with specificity any part or parts of the claim with which it disagrees and states the facts and circumstances which it contends supports such disagreement; or, (iii) Contractor is in disagreement with the claim in its entirety and states the facts and circumstances which it contends supports such disagreement. Failure by the Contractor to respond as required herein shall constitute full and complete acceptance of Owner's claim and agreement by Contractor with same in its entirety. Any claim by Contractor against Owner shall be initiated by written notice to Owner and Engineer within seven days after occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice must be specifically identified as a "Notice of Claim." If required, such notice shall be on a form specified by Owner. Furthermore, within 20 days after submission of the notice required herein, Contractor shall submit in writing a detailed statement of the claim which shall be in such form, and which shall include such supporting documentation, as Owner or Engineer may require. Any such claim by Contractor shall be signed under oath and under penalty of perjury. Any claim shall state with specificity any damages claimed or proposed increases to the Contract Price. In the event Contractor requests any increase in the Contract Time, it shall submit, as part of its written claim, a detailed critical path method schedule showing with specificity how the critical path of the Project has been impacted as a result of the items set forth in the claim. FAILURE BY CONTRACTOR TO SUBMIT ANY CLAIM IN STRICT CONFORMITY WITH THE REQUIREMENTS OF THIS PROVISION SHALL CONSTITUTE AN ABSOLUTE AND UNEQUIVOCAL WAIVER OF SUCH CLAIM. Contractor may not reserve in any claim, or in any Change Order, any rights, or remedies to make claim for additional money or time arising out of the occurrence, events, or conditions giving rise to the claim. Reservation of the right to claim future impact damages is expressly and unequivocally prohibited. Pending final resolution of any claim of Contractor or Owner, Contractor shall diligently proceed with performance of this Agreement unless directed otherwise by Owner in writing, and Owner shall continue to make payment of all sums due Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph shall be documented by Change Order executed by the parties.

**SC-12.01 D.; E.; F.; and G.** Paragraphs 12.01 D., E., F., and G of the General Conditions are deleted in their entirety.

**SC-12.02 A.** Paragraph 12.02 A. is added to the General Conditions and said Paragraph shall read as follows:

The Superior Court of Clayton County, Georgia, shall have sole and exclusive jurisdiction and venue over any action arising out of, or relating to, this Agreement and the parties expressly waive jurisdiction and venue in any other court and waive any right of removal to any federal court. Furthermore, in the event Owner institutes any action against Contractor arising out of, or relating to, this Agreement, and the event Owner prevails in whole or in part in any such action, or in the event Contractor asserts any claim against Owner in any legal proceeding and such claim is determined to be invalid in whole or in part, Contractor shall pay all of Owner's costs and expense incurred in prosecuting or defending any such action or proceeding including, but not limited to, all attorneys' fees and expenses, expert and consultants' fees and expenses, and court costs.

**SC-13.01 C.** Paragraph 13.01 C. of the General Conditions is amended by the addition of subparagraph 6. which shall read as follows:

Notwithstanding any other provision of this Agreement, in no event, and under no circumstances, shall "costs" include, nor shall Contractor make claim for or be entitled to recover, any home office overhead expense; loss of capital; loss of profit on other projects; loss of efficiency or productivity; loss of bonding capacity; or any consequential damage of any kind or nature.

**SC-13.03 F.** Paragraph 13.03 of the General Conditions is amended by the addition of subparagraph F. thereto which shall read as follows:

Notwithstanding any other provision herein, in the event of any adjustment to unit prices as set forth hereinabove, such adjustment shall only apply to variations above 125 percent or below 75 percent of the estimated units set forth in the Contract Documents. Contractor shall make no claim for an increase in the Contract Time based on an increase in units unless the number of units actually installed exceeds 125 per cent of those estimated in the Contract Documents.

**SC-14.03 B.** Paragraph 14.03 B. of the General Conditions is amended by the addition of the following provision:

Furthermore, Owner shall likewise have the right to determine and reject defective work.

**SC-14.03 G.** Paragraph 14.03 of the General Conditions is amended by the addition of subparagraph G. thereto which shall read as follows:

Notwithstanding any other provision of this Agreement, Contractor acknowledges and agrees that any failure of Owner or Engineer to notify Contractor of defective Work, or any lack of receipt by Contractor of any such notice, shall in no manner whatsoever relieve or discharge Contractor



from its obligation to perform the Work in conformity with the Contract Documents or its obligation to remove, repair, or correct defective Work.

**SC-14.06 A.** Paragraph 14.06 A of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

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 Contractor otherwise is in material breach of this Agreement, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

**SC-15.01 B.** Paragraph 15.01 B. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

At least 30 days before the date established for each progress payment (but not more than once each month), Contractor shall submit to Owner and Engineer for review an Application for Payment filled out and signed by Contractor covering Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents or as may be otherwise specified by Owner or Engineer. In its Application for Payment, Contractor may request payment for 90 percent of that portion of the Contract Price properly applicable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, plus 90 percent of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from Owner. Payment for stored materials and equipment shall be conditioned upon proof of appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Each Application for Payment shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the schedule of values, that the Work has been properly installed or performed in full accordance with the requirements of the Contract Documents, and the Contractor knows of no reason why payment should not be made as requested. Thereafter the Engineer shall review the Application for Payment and may also review the Work at the Project site or elsewhere to determine the quantity and quality of the Work as represented in the Application for Payment and as required by the Contract Documents. Engineer shall determine and recommend to Owner the amount owing to Contractor. Owner shall make partial payments on account of the Contract Price to Contractor within 30 days following Owner's receipt of each Application for Payment with Engineer's approval. The amount of each partial payment shall be in the amount recommended by Engineer less such amounts, if any, otherwise owing by Contractor to Owner or which Owner shall have the right to withhold as authorized by this Agreement. Any recommendation by Engineer for payment to Contractor shall not preclude Owner from the exercise of any of its rights as set forth in this Agreement. Provided, however,

that when 50 percent of the contract value, including Change Orders and other additions to the contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to Owner, Owner shall withhold no more retainage. At the discretion of Owner, and with the approval of Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its work. If after discontinuing the retainage, Owner determines that the Work is unsatisfactory or Contractor has fallen behind schedule, Owner may resume retainage at the rate set forth hereinabove. Retainage shall be invested at the current market rate and any interest earned on the retained amounts shall be paid to Contractor upon completion of the Project within the time specified and for the Contract Price as same may have been amended by Change Order. For purposes of this Agreement, the terms, and conditions of O.C.G.A. § 13-10-20 are herein incorporated by reference and shall take precedence over, and shall control, any other terms or conditions in the Contract Documents.

**SC-15.01 D.** Paragraph 15.01 D. of the General Conditions is amended by the deletion of the phrase “Ten days” and the substitution in lieu thereof of the phrase “Thirty days”. Additionally, the following provision is added to said Paragraph and shall state as follows:

Within three days of receipt of payment from Owner, Contractor shall pay all Subcontractors and Suppliers whose work or products was included in the partial payment. If Owner fails to make any payment as provided herein, or as required elsewhere in the Contract Documents, interest shall accrue on any such payment, to the extent it is late, at the rate of 6 percent per annum.

**SC-15.01 E.** Paragraph 15.01 E. of the General Conditions is amended by the addition of the subparagraph 4. Thereto which shall state as follows:

In addition to the right to reduce or withhold payment as set forth hereinabove, Owner may furthermore demand return of some or all of the amounts previously paid to Contractor in order to protect Owner from the risk of loss arising from any of the items set forth in this Paragraph 15.01 E. In the event Owner makes demand upon Contractor for the return of any such amounts, Contractor shall promptly comply with such demand.

**SC-15.03 A.** Paragraph 15.03 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

When Contractor believes that the Work is Substantially Complete, it shall submit to Engineer and Owner a list of items to be completed or corrected prior to Final Completion. When Engineer, on the basis of an inspection, determines that the Work is in fact Substantially Complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of Owner and Contractor for Project security, maintenance, utilities, damage to Work, and insurance, and shall fix the time in which Contractor shall complete the items listed therein or any other items required for Final Completion. The Certificate of Substantial Completion shall be submitted to Owner and Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and after execution by both Owner and Contractor of the Certificate of

Substantial Completion, Owner shall pay Contractor an amount sufficient to increase total payments to Contractor to 100 percent of the Contract Price less 200 percent of the reasonable costs as determined by Owner, with advice of the Engineer, for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, handling all unsettled claims, and performing any other remaining obligations of Contractor under the Contract Documents.

**SC-15.03 B.** Paragraph 15.03 B. of the General Conditions is deleted in its entirety.

**SC-15.03 C.** Paragraph 15.03 C. of the General Conditions is deleted in its entirety.

**SC-15.04 A.2.** Paragraph 15.04 A.2. of the General Conditions is deleted in its entirety.

**SC-15.06 D.** Paragraph 15.06 D. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Owner shall not be required to make payment of amounts which are the subject of a good faith dispute by and between Owner and Contractor.

**SC-16.02 E.** Paragraph 16.02 E. of the General Conditions is amended by the deletion of the following provision:

Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order.

**SC-16.02 G.** Paragraph 16.02 G. of the General Conditions is deleted in its entirety.

**SC-16.03.** Paragraph 16.03 of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

- A. Owner may for any reason terminate performance under this Agreement by Contractor for convenience. Owner shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligations in connection with the Work and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts unless instructed otherwise by Owner. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. Owner may direct Contractor to assign Contractor's right, title, and interest under any subcontracts to Owner or its designee. Contractor shall transfer title and deliver to Owner such completed or partially completed Work and materials, equipment for installation, parts, fixtures, information, and contract rights which Contractor has or possesses.
- B. Contractor shall submit a written termination claim to Owner and Engineer specifying the amounts due because of the termination for convenience together with costs, pricing, or other data as may be required by Owner or Engineer. If Contractor fails to file a termination

claim within 60 days from the effective date of termination, Owner may in its sole discretion deem any such claim to be waived by Contractor, and Owner shall owe no further sums of any kind or nature to Contractor. Absent agreement to the amount due Contractor, and absent a waiver as set forth hereinabove, Owner shall pay Contractor, within 60 days after submission of a proper and verified claim, with such reasonable documentation as Owner or Engineer may require, the following amounts which shall constitute full and complete compensation to Contractor for all sums due under this Agreement, including all sums arising out of, or relating to, the termination for convenience: (1) contract prices for labor, materials, equipment and other services accepted under this Agreement; (2) reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profits do not include anticipated profits, anticipated overhead, or consequential damages of any kind or nature); provided, however, if it appears that Contractor would not have profited, or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of any compensation shall be reduced to reflect the anticipated rate of loss, if any; (3) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders as required hereinabove. The total sum to be paid Contractor under this Paragraph shall not exceed the Contract Price, as properly adjusted by Change Orders, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

- C. In the event the employment of Contractor is terminated for cause pursuant to Paragraph 16.02 of this Agreement hereinabove, and in the further event it is subsequently determined by a Court of competent jurisdiction, or by an arbitrator or arbitration panel, that such termination was without cause, such termination shall thereupon be deemed and treated as a termination for convenience under this Paragraph 16.03 and the provisions of this Paragraph shall apply.

**SC-17.01.** Paragraph 17.01 of the General Conditions is deleted in its entirety.

**SC-18.01 A.** Paragraph 18.01 A. of the General Conditions is amended by the addition of the following subparagraph 3. which shall state as follows:

Regardless of how it is sent or delivered, written notice shall be effective for all purposes of this Agreement if same is received by an officer or designated representative of the party to whom such notice was addressed.

**SC-19.01 A.** The General Conditions are amended by the addition of Paragraph 19.01 A. which shall read as follows:

No official of Owner who is authorized in such capacity and on behalf of Owner to negotiate, make, accept, or approve, or to take any part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any interested personally in this Agreement or any part thereof. No officer, employee, architect, attorney,

engineer or inspector of or for Owner who is authorized in such capacity and on behalf of Owner to exercise any legislative, executive, supervisory or similar functions in connection with construction of the Project shall become directly or indirectly interested personally in this Agreement or in any part thereof or in any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

END OF SECTION

**EXHIBIT "A"****ADDITIONAL INSURANCE REQUIREMENTS**

1.01 In addition to any other coverage required by the Contract Documents, Contractor shall provide, and shall require its Subcontractors to provide, unless otherwise agreed by Owner in writing, the following insurance coverage:

Workers' Compensation and Employers Liability:

## Workers' Compensation

Statutory Limits

## Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Disease Employee Limit

\$1,000,000 Each Employee

The policy will include an "Alternate Employer Endorsement" naming Owner as the Alternate Employer. The policy will be amended to provide 90 days' notice to Owner in the event of cancellation or nonrenewal. The policy will include Terrorism Peril Coverage.

Commercial General Liability:

The Policy will be on an Occurrence Form with no less than the following limits:

\$1,000,000 Per Occurrence Limit

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Fire Damage

\$5,000 Medical Expense Limit Per Person

\$2,000,000 General Aggregate

\$2,000,000 Products / Completed Operations: Per Occurrence and Aggregate

The policy will include the following:

- (1) Contractual Liability covering this Contract;
- (2) The policy will cover explosion, collapse and underground coverage;
- (3) The General Aggregate will be per project;
- (4) The policy will include Cross Liability (Separation of Insureds) coverage;
- (5) The policy will be amended to require 90 days' notice to Owner and Engineer in the event of cancellation or nonrenewal;
- (6) The policy will be amended by naming the Owner and Engineer as additional insureds for Primary Coverage and the Additional Insured Endorsement will cover Operations and Products and Completed Operations;
- (7) The policy will be amended to provide that the Owner's Protective Liability policy will be in excess to this policy;
- (8) The Contractor shall furnish a certificate of continuing Products and Completed Operations coverage for a period of five years after completion or amend the current policy to include an Extended Reporting Period of five years after completion;

(9) This policy will include Terrorism Peril Coverage.

Automobile Liability:

Automobile Liability Coverage including Owned, Hired, and Non-owned vehicles with a Combined Single Limit (CSL) of \$1,000,000. The policy will be amended to provide 90 days' notice to Owner in the event of cancellation or nonrenewal. This policy will include Terrorism Peril Coverage.

Umbrella Liability (Occurrence Form):

An Umbrella or Excess Liability policy will be provided. Such policy will be excess over Employers Liability, Commercial General Liability, and Automobile Liability. The policy will include Cross Liability (Separation of Insureds) and 90 days' notice to Owner in the event of cancellation or nonrenewal. The total limit of coverage, when combined with the underlying, will be not less than \$5,000,000 per Occurrence and Aggregate. The certificate of insurance will include a copy of the endorsement providing that the policy is excess to the underlying coverage with coverage exceptions identified. This policy will include Terrorism Peril Coverage.

Owner's Protective Liability:

The Contractor will furnish Owner's Protective Liability with a limit of \$2,000,000. Coverage should be project specific, stand-alone policy, naming project owner and principal as named insured. This policy will include Terrorism Peril Coverage.

Contractor's Pollution Liability (Occurrence Form):

The Contractor will provide a Contractor's Pollution Liability policy written on an "occurrence form" with an occurrence limit of not less than \$2,000,000 per Occurrence. The Owner, and such others as Owner shall designate, will be named as additional insureds. This policy will include Terrorism Peril Coverage.

1.02 In addition to the coverage requirements set forth hereinabove, the following insurance requirements shall be applicable unless provided otherwise in the Contract Documents:

(a) Contractor shall purchase and maintain property insurance upon the Work at the Project Site in the amount of the Contract Price, including as may be adjusted by Change Order, or for full replacement cost, whichever is greater. The property insurance shall contain no partial occupancy restriction for utilization of the Project by Owner for its intended purpose;

(b) With respect to all insurance policies and all insurance coverage required to be furnished by Contractor, Contractor shall provide Owner and Engineer prior to performing any Work on

the Project certificates of insurance indicating the applicable coverage and all required endorsements. Upon request by Owner or Engineer, Contractor shall furnish a complete copy of any required policy;

(c) Unless otherwise agreed in writing, the Owner, Engineer, and Engineer's Consultants shall be named as additional insureds on all policies of insurance required to be furnished by Contractor. The additional insureds shall be listed by endorsement which shall include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of such additional insureds, and the insurance afforded to these additional insureds shall provide primary and noncontributory coverage for all claims covered thereby;

(d) To the extent any of the policies of insurance furnished by Contractor contain deductibles in any amount, Contractor shall be liable for, and shall pay, any such deductible amounts;

(e) With respect to all insurance required from Contractor by any of the Contract Documents, Contractor waives, and will require by endorsement its insurance carriers to waive, any and all rights of subrogation against Owner, Engineer and each additional named insured on any applicable policy;

(f) Nothing contained in any policy of insurance, nor any of the insurance requirements set forth in the Contract Documents, shall in any way limit, restrict, or release Contractor from any of its duties, obligations, or liabilities arising under or relating to the Contract Documents.



**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Summary
2. Location and Description of Work
3. Construction Contracts, This Project
4. Construction Contracts, Other Projects
5. Work by Others
6. Work by Owner
7. Owner Furnished Equipment and Materials
8. Owner Assigned Procurement Contracts
9. Owner Pre-selected Equipment and Materials
10. Sequence and Progress of Work
11. Contractor's Use of Site
12. Easements and Rights-of-Way
13. Notices to Owners and Authorities of Properties Adjacent to the Work
14. Salvage of Equipment and Materials
15. Partial Utilization by Owner

**1.02 LOCATION AND DESCRIPTION OF WORK**

A. The Work is located at the following Site:

1. Latitude: 33.4419° N, Longitude: 84.3046° W

B. The Project consists of constructing a replacement lift station at Walnut Creek. The Work to be performed under this Contract includes, but is not limited to, the following:

1. Construction of a screening structure with mechanical bar screen and conveyor, a submersible pump station in a 12-foot diameter wet well, valve vault, force main piping to connect to an existing force main, an electrical building that will house electrical and control components, and a standby generator.
2. The pump station will have two new submersible pumps with provision to add a third future pump.
3. Electrical work includes a new pre-cast concrete building to house all the electrical distribution equipment and control panels, outdoor racks for junction boxes and disconnect switches and buried conduit from mechanical equipment to electrical building.
4. Approximately 100 LF of gravity sewer and associated manholes from and connecting to an existing gravity sewer system.
5. Demolition of the existing screening structure, wet well, pump station, and other miscellaneous items.
6. The foregoing descriptions shall not be construed as a complete description of all work required.

### **1.03 CONSTRUCTION CONTRACTS, THIS PROJECT**

A. The Contracts under which the Project will be constructed are:

1. Work specified in Divisions 1 through 50 (inclusive) of the Specifications.
2. Work shown on the set of Drawings entitled Walnut Creek Lift Station dated May 2020. The numbers and titles of all Drawings appear in the index of drawings on the Cover Sheet of the Drawings.

### **1.04 INFORMATION OF RECORD**

A. Information of record is provided for Bidder's convenience only, is offered in good faith solely for placing the Bidder in receipt of all information available to the Owner and Engineer, and is not to be considered as part of the Contract Documents whatsoever. The information of record provided consists of:

1. Walnut Creek Lift Station Geotechnical Report (Willmer Engineering, 2020)

- B. The Bidder must interpret such information of record according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, facilities, or utilities which may be found to exist.
  - 1. The test boring logs contained in the Geotechnical Engineering Report present factual information of the subsurface conditions at the specific test boring locations only. The Bidder should not consider or conclude that the subsurface conditions will be consistent between test boring locations or at other locations where test borings were not performed.
- C. The Bidder further acknowledges that he assumes all risks contingent upon the nature of the subsurface conditions, facilities, and utilities to be actually encountered by him in performing the Work covered by the Contract, even though such actual conditions may result in the Bidder performing more or less work than he originally anticipated. The Bidder shall be responsible for verifying field conditions, and the Owner will not consider any claims for extra time or compensation for losses due to inaccuracies in the information of record.
- D. In making this data available, the Owner and the Engineer make no guarantee, either expressed or implied, as to the accuracy of the data listed or any interpretation thereof. It is expressly understood that neither the Owner nor the Engineer will be responsible for any conclusions or interpretations drawn from the information of record provided.

**1.05 CONSTRUCTION CONTRACTS, OTHER PROJECTS (NOT USED)**

**1.06 WORK BY OTHERS**

- A. Force Main replacement design by Owner. Project to be bid by Owner under a separate contract.

**1.07 WORK BY OWNER**

- A. Owner will perform the following in connection with the Work: Operate all existing electrical distribution equipment circuit breakers and switches, valves, gates, pumps, equipment, and appurtenances that will affect Owner's operation, unless otherwise specified or indicated.

**1.08 OWNER-FURNISHED EQUIPMENT AND MATERIALS (NOT USED)**

**1.09 OWNER ASSIGNED PROCUREMENT DOCUMENTS (NOT USED)**

**1.10 OWNER PRE-SELECTED EQUIPMENT AND MATERIALS (NOT USED)**

### **1.11 SEQUENCE AND PROGRESS OF WORK**

- A. Requirements for sequencing and coordinating with Owner's operations, including maintenance of plant operations during construction, and requirements for tie-ins and shutdowns, are in Section 01 14 00 – Coordination with Owner's Operations.

### **1.12 CONTRACTOR'S USE OF SITE**

- A. Contractors' use of the Site shall be confined to the areas shown. Contractors shall share use of the Site with other contractors and others specified in this Section.
- B. Contractor shall move stored products that interfere with operations of Owner, other contractors, or others performing work for Owner.

### **1.13 EASEMENTS AND RIGHTS-OF-WAY**

- A. Easements and rights-of-way will be provided by Owner in accordance with the General Conditions. Confine construction operations to within Owner's property, public rights-of-way, easements obtained by Owner, and the limits shown. Use care in placing construction tools, equipment, excavated materials, and products to be incorporated into the Work to avoid damaging property and interfering with traffic. Do not enter private property outside the construction limits without permission from the owner of the property.

### **1.14 NOTICES TO OWNERS AND AUTHORITIES OF PROPERTIES ADJACENT TO THE WORK**

- A. Notify owners of adjacent property and utilities when execution of the Work may affect their property, facilities, or use of property.
- B. When it is necessary to temporarily obstruct access to property, or when utility service connection will be interrupted, provide notices sufficiently in advance to enable affected persons to provide for their needs. Conform notices to Laws and Regulations and, whether delivered orally or in writing, include appropriate
- C. Notify utility owners and other concerned entities at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near Underground Facilities or exposed utilities.

### **1.15 SALVAGE OF EQUIPMENT AND MATERIALS**

- A. Contractor shall meet with Owner prior to demolition of existing lift station to identify all equipment and materials to be salvaged. Salvaged equipment and materials shall be delivered to a location as identified by the Owner.

- B. At a minimum, the following equipment shall be salvaged and delivered to Owner:
1. Generator
  2. Isolation valves
  3. Check valves
  4. Pump casings
  5. Rotating assemblies
  6. Motors
  7. Ladder cage from screening structure pit
  8. Remote terminal unit
  9. Motor control center
  10. Telecommunications antenna
- C. Existing equipment and materials removed and not shown or specified to be reused in the Work will be Contractor's property, except the items identified by Owner to be salvaged.
- D. Existing equipment and material removed by Contractor shall not be reused in the Work, except where specified or indicated.
- E. Carefully remove in manner to prevent damage all equipment and materials specified or indicated to be salvaged and reused or to remain property of Owner. Store and protect salvaged items specified or indicated to be used in the Work. Replace in kind or with new items equipment, materials, and components damaged in removal, storage, or handling through carelessness or improper procedures.
- F. Contractor may furnish and install new items, with Engineer's approval, instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

#### **1.16 PARTIAL UTILIZATION BY OWNER**

- A. Owner reserves the right to enter and use portions of the Work prior to Certificate of Substantial Completion is issued by Engineer.
- B. Owner shall be responsible to prevent premature connections by private and public parties, persons or groups of persons, before Engineer issues Certificate

of Substantial Completion for the portion of Work being partially utilized by Owner.

- C. Contractor shall cooperate with Owner, Owner's agents, and Engineer to accelerate completion of Work designed for partial utilization by Owner in accordance with Contractor's progress schedule.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 14 00**  
**COORDINATION WITH OWNER'S OPERATIONS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Requirements for coordinating with Owner's operations during the Work and included requirements for tie-ins and shutdowns necessary to complete the Work without impact on Owner's operations except as allowed in this Section.
2. Contractor shall provide labor, materials, tools, equipment and incidentals shown, specified and required to coordinate with Owner's operations during the Work.

B. General Requirements:

1. Except for shutdowns specified in this Section, perform the Work such that Owner's facility remains in continuous satisfactory operation during the Project. Schedule and conduct the Work such that the Work does not: impede Owner's production or processes, create potential hazards to operating equipment and personnel, reduce the quality of the facility's products or effluent, or cause odors or other nuisances.
2. Work not specifically covered in this Section or in referenced Sections may, in general, be completed at any time during regular working hours in accordance with the General Conditions and Supplementary Conditions, subject to the requirements in this Section.
3. Contractor shall be responsible for coordinating the general construction and trades construction schedules and for ensuring that permanent or temporary power is available for all existing, proposed, and temporary facilities that are required to be on-line at any given time.
4. Contractor has the option of providing additional temporary facilities that can eliminate or mitigate a constraint without additional cost to Owner, provided such additional temporary facilities: do not present hazards to the public, personnel, structures, and equipment; that such additional temporary facilities do not adversely affect Owner's ability to comply with Laws and Regulations, permits, and operating requirements; that such temporary facilities do not generate or foster the generation of odors and

other nuisances; and that requirements of the Contract Documents are fulfilled.

5. Coordinate shutdowns with Owner and Engineer. When possible, combine multiple tie-ins into a single shutdown to minimize impacts on Owner's operations and processes.
6. Do not shut off or disconnect existing operating systems, unless accepted by Engineer in writing. Operation of existing equipment will be by Owner unless otherwise specified or indicated. Where necessary for the Work, Contractor shall seal or bulkhead Owner-operated gates and valves to prevent leakage that may affect the Work, Owner's operations, or both. Provide temporary watertight plugs, bulkheads, and line stops as required. After completing the Work, remove seals, plugs, bulkhead, and line stops to satisfaction of Engineer.

C. Continuous Treatment Provision:

1. Federal regulations prohibit bypassing of untreated or partially treated wastewater or sewage during construction Work.
2. Contractor shall provide labor, equipment, materials, and incidentals to provide continuous treatment to the level prior to construction Work.
3. Contractor shall be responsible for providing temporary pumping facilities, systems, piping, valve, appurtenances, power equipment, materials, and temporary utilities necessary to complete the Work without treatment bypassing.

D. Related Sections:

1. Section 01 11 00 – Summary of Work
2. Section 01 25 00 – Substitution Procedures
3. Section 01 73 00 – Execution of Work

## 1.02 REFERENCES

- A. Definitions: A "shutdown" is when a portion of the normal operation of Owner's facility, whether equipment, systems, piping, or conduit, has to be temporarily suspended or taken out of service to perform the Work.

## 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:



1. Review installation procedures under other Specification sections and coordinate Work that must be performed with or before the Work specified in this Section.
  2. Notify other contractors in advance of Work requiring coordination with Owner's operations, to provide other contractors sufficient time for work included in their contracts that must be installed with or before Work specified in this Section.
  3. When possible, combine multiple tie-ins into a single shutdown to minimize impacts on Owner's operations and processes.
- B. Process Interruption Plan Meetings: A Process Interruption Plan shall be required for any temporary shutdown (including short term) for tie-ins. Contractor shall schedule and conduct meeting with Owner and Engineer prior to scheduling shutdown.
1. Notify the Owner seven (7) days in advance of the Process Interruption Plan Meeting.
  2. Process Interruption Plan Meeting will be required at least 72 hours before the scheduled shutdown to allow full coordination with the Owner and Owner's staff.
  3. Submit Process Interruption Plan a minimum of fifteen (15) days prior to the requested shutdown time.
- C. Sequencing:
1. Perform the Work in the specified sequence. Certain phases or stages of the Work may require working 24-hour days or work during hours outside of regular working hours. Work may be accelerated from a later stage to an earlier stage if Owner's operations are not adversely affected by proposed sequence change, with Engineer's acceptance. Stages specified in this Section are sequential in performance of the Work.
- D. Scheduling:
1. Work that may interrupt normal operations shall be accomplished at times convenient to Owner.
  2. Furnish at the Site, in close proximity to the shutdown and tie-in work areas, tools, equipment, spare parts and materials, both temporary and permanent, necessary to successfully complete the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to the associated shutdown Demonstrate to Engineer's satisfaction that

Contractor has complied with these requirements before commencing the shutdown.

3. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.
4. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of Owner's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by Contractor if, in Engineer's opinion, Contractor did not conform to the requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in conducting the Work.
5. Work requiring service interruptions for tie-ins shall be performed during scheduled shutdowns.
6. Temporary, short-term shutdowns of smaller piping, conduits, equipment, and systems may be required. Coordinate requirements for such shutdowns with Engineer and Owner.

#### **1.04 SUBMITTALS**

##### **A. Action/Informational Submittals:**

1. **Substitute Sequence Submittal:** When deviation from specified sequence is proposed, provide submittal explaining in detail the proposed sequence change and its effects, including evidence that Owner's operations will not be adversely affected by proposed change. List benefits of proposed sequence change, including benefits to Progress Schedule. Submit in accordance with Section 01 25 00 – Substitution Procedures.
2. **Process Interruption Plan Submittal:**
  - a. For each shutdown, submit an inventory of labor and materials required to perform the shutdown and tie-in tasks, an estimate of time required to accomplish the complete shutdown including time for Owner to take down and start up existing equipment, systems, or conduits, and written description of steps required to complete the Work associated with the shutdown.
  - b. The plan shall be modified to incorporate the Owner's comments and any other comments from the process interruption meeting. Do not start shutdown until obtaining Engineer's acceptance of shutdown planning submittal.

## 1.05 SITE CONDITIONS

- A. General Constraints: Specified in the Contract Documents are the sequence and shutdown durations, where applicable, for Owner's equipment, systems, and conduits that are to be taken out of service temporarily for the Work. New equipment, materials, and systems may be used by Owner after the specified field quality controls and testing are successfully completed and the materials or equipment are Substantially Complete.
- B. The following constraints apply to coordination with Owner's operations:
1. Operational Access: Owner's personnel shall have access to equipment and areas that remain in operation.
  2. Schedule and perform equipment and system start-ups for Monday through Thursday. Equipment and systems shall not be placed into operation on Friday, Saturday, and Sunday without prior approval of Owner.
  3. Dead End Valves or Pipe: Provide blind flanges, watertight bulkheads, or valve at temporary and permanent terminuses of pipes and conduits. Blind flanges and bulkheads shall be suitable for the service and braced and blocked, as required, or otherwise restrained as directed by Engineer. Temporary valves shall be suitable for their associated service. Where valve is provided at permanent terminus of pipe or conduit, also provide on downstream side of valve a blind flange with drain/flushing connection.
  4. Contractor shall be responsible for dewatering wet well, conduits, and other work areas to be dewatered for shutdowns. Maintain clean and dry work area by pumping and properly disposing of fluid that accumulates in work areas.
    - a. Contractor shall remove liquids and solids and dispose of them at appropriate location at the Site as directed by Engineer. Contents of pipes, tanks, basins, and conduits undergoing modifications shall be transferred to existing process tanks or conduits at the Site with capacity sufficient to accept such discharges, using hoses, piping, pumps, or other means provided by Contractor. Discharge of fluids across floors is not allowed.
    - b. If drainage point is not available on the piping or conduit to be drained, provide a wet tap using tapping saddle and valve or other method approved by Engineer. Uncontrolled spillage of pipe's or conduit's contents is not allowed.
    - c. Spillage shall be brought to Engineer's attention immediately, both verbally and in writing, and reported in accordance with Laws and Regulations. Contractor shall wash down spillage to floor drains or

sumps and flush the system to prevent clogging and odors. If spillage is not suitable for discharge to the drainage system, such as chemical spills, as determined by Engineer, Contractor shall remove spillage by other method, such as vactor truck, acceptable to Engineer.

5. Electrical, Control, Communication, and Monitoring Systems:
  - a. Demolition of any electrical equipment for replacement shall not commence before the sequence of construction is approved
  - b. Long term shutdowns (one hour and above) of any electrical distribution equipment within the lift station are not allowed without temporary power provisions. The Owner at his discretion may authorization long term shut down of some equipment
  - c. Short term shut down for tie-ins shall be coordinated with the Owner and a process interruption plan and meeting will be required. Temporary power will also be provided, unless waived by the Owner per the process interruption plan and meeting.
  - d. Owner's existing SCADA system and fiber optic network shall remain functional, subject to the constraints herein.
  - e. Fiber optic communications and network connectivity to the General Services Building shall remain operational during the hours of 8:00AM and 4:00PM Monday-Friday.
  - f. Unless Contractor elects to use existing fiber and/or temporary fiber, at his/her discretion, at least one communication path through the new dual redundant fiber optic ring to all communication points shall be in place at all times until substantial completion.
  - g. Each process area shall be permitted to have a single, non-concurrent, scheduled outage for the purpose of making PLC panel hardware modifications, loading the associated PLC logic, and its field testing/demonstration. Field testing and demonstration shall immediately follow modifications in an effort to keep scheduled shutdowns as short as possible. A 14-day day period of no SCADA outage shall proceed each scheduled shutdown.

## **1.06 SUGGESTED SEQUENCE OF WORK**

- A. Perform the Work in the specified sequence or as otherwise approved by Engineer. Certain phases or stages of the Work may require working 24-hour days or work during hours outside of regular working hours. Work may be accelerated from a later stage to an earlier stage if Owner's operations are not

adversely affected by proposed sequence change, and with Engineer's acceptance. Stages specified in this Section are sequence-dependent.

1. Prior to any land disturbance or demolition, contractor shall identify backup wet well at existing lift station, remove and dispose of all solids from backup wet well, and identify all connected pipes. The number of connected pipes, their size, and their alignment shall be provided to the owner and the engineer immediately if found to be different than what is shown on existing conditions sheet.
2. Coordinate with the Georgia Power Company (GPC) to demolish the overhead power line that crosses the proposed work site and to install a new service that will power the existing lift station until the new lift station is put into service. Provide temporary power for any service interruption that lasts for more than one (1) hour. Note that the CCWA on-site generator is not available for this duty; it is dedicated for standby/emergency use only.
3. Stage 1: Construct screening structure, wet well, valve vault, yard piping, electrical building, concrete driveway that is not in conflict with the existing lift station, all mechanical equipment, electrical systems and control systems. Make connection to new force main (constructed by others).
4. Stage 2: Test and commission lift station.
5. Stage 3: Install temporary bypass systems.
6. Stage 4: Construct tie-in manholes and relay sewer mains according to Drawings.
7. Stage 4: Disengage bypass systems. All flow shall be directed to the new lift station after Stage 4.
8. Stage 5: Demolish, abandon, and salvage existing lift station. Construct remaining concrete driveway.
9. Stage 6: Final stabilization of site and closeout.

#### **1.07 TIE-INS**

- A. Table 01 14 00-A in this Section lists connections by Contractor to existing facilities. Table 01 14 00-A may not include all tie-ins required for the Work; Contractor shall perform tie-ins required to complete the Work. For tie-ins not included in Table 01 14 00-A, obtain requirements for tie-ins from Engineer.

## 1.08 SHUTDOWNS

### A. General:

1. Work that may interrupt normal operations shall be accomplished at times convenient to Owner.
2. Furnish at the Site, in close proximity to the shutdown and tie-in work areas, tools, equipment, spare parts and materials, both temporary and permanent, necessary to successfully complete the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to the associated shutdown. Demonstrate to Engineer's satisfaction that Contractor has complied with these requirements before commencing the shutdown.
3. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.
4. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of Owner's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by Contractor if, in Engineer's opinion, Contractor did not conform to the requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in conducting the Work.
5. Shutdowns shall be in accordance with Table 01 14 00-B of this Section. Work requiring service interruptions for tie-ins shall be performed during scheduled shutdowns.
6. Temporary, short-term shutdowns of smaller piping, conduits, equipment, and systems may not be included in Table 01 14 00-B. Coordinate requirements for such shutdowns with Engineer and Owner.

### B. Treatment Process Shutdown and Site Access Constraints:

1. Owner shall have all the existing unit processes and equipment operational at full capacity at all times during the Project, unless specified herein
2. Unobstructed access shall be maintained at all times for the Owner's operations personnel and maintenance equipment at the existing lift station. Parking for personal vehicles of construction personnel shall be allowed as shown on drawings. The General Contractor shall be responsible for providing access to and for preparing and maintaining/approved parking areas.
3. The Contractor shall provide temporary measures to protect the existing pavement by supplying measures acceptable to the Engineer, and he shall

repair any damage to existing paved surfaces that occurs during the construction period. Any areas disturbed along the shoulders of the access road and interior roads and elsewhere inside and outside of the plant shall be repaired, graded, seeded, etc. as necessary to match pre-existing conditions.

4. The General Contractor shall not undertake the restoration/construction of new roadway (paved, gravel, or asphalt overlay) shown on the Contract Drawings, until all other work on the plant improvements has been completed.
- C. Shutdowns of Electrical Systems: Comply with Laws and Regulations, including the National Electric Code. Contractor shall lock out and tag circuit breakers and switches operated by Owner and shall verify that affected cables and wires are de-energized to ground potential before shutdown Work is started. Upon completion of shutdown Work, remove the locks and tags and notify Engineer that facilities are available for use.
- D. Shutdowns of Communications, SCADA, and Networking:
1. Permissible SCADA outages for each process area include the existing Walnut Creek Lift Station.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. In addition to requirements of this Section, conform to requirements of Section 01 73 00 – Execution of Work.
- B. Refer to Table 01 14 00-B in this Section for schedule of process equipment and service lines out-of-service during shutdown.
- C. Refer to Table 01 14 00-B in this Section for schedule of process equipment in operation during shutdown.
- D. Refer to Table 01 14 00-B in this Section for tie-ins required during each shutdown. Refer to Table 01 14 00-A in this Section for detailed tie-in schedule.
- E. Refer to Table 01 14 00-B in this Section for duration of each shutdown.

### **3.02 DETAILED SHUTDOWN REQUIREMENTS:**

- A. Prior to Typical Shutdown:

1. Obtain Engineer's acceptance of proposed shutdown planning submittal and shutdown notification submittal.
2. Submittal and approval of all shop drawings required.
3. Coordinate with plant operations on timing of shutdown and provide required notice to Owner.
4. Bring necessary piping, couplings, valves, equipment, and appurtenances to the work areas.
5. Assist Owner in preparing to take equipment, tanks, basins, and conduits temporarily out of service.
6. Coordinate other tie-ins to be performed simultaneously.
7. Install and ensure functionality of temporary systems as applicable.

B. During Typical Shutdown:

1. Contractor shall dewater existing wet wells and manholes.
2. Remove existing equipment, piping, and accessories as required.
3. Verify operation of new equipment, materials, and systems.
4. Following approval from Engineer, return equipment and system to operation with Owner.

C. Following Typical Shutdown:

1. Verify functionality of equipment and system.
2. Verify operation of new equipment and systems and verify that joints in piping are watertight or gastight as applicable.
3. Repair joints that are not watertight or gastight as applicable.
4. Remove temporary systems as applicable.

### **3.03 PROPOSED SHUTDOWN SEQUENCE**

A. Shutdown No. 1 Description: Shutdown of gravity sewer system to construct tie-in manholes, lay sewer main, and tie-in new sewer mains to existing manholes.

1. General:



- a. Impact on Other Equipment and Processes: None; bypass system will be installed so that operation of Walnut Creek Lift Station is not affected.
  - b. Location: Walnut Creek Lift Station.
2. Prior to Shutdown:
- a. Obtain Engineer's acceptance of proposed shutdown planning submittal and shutdown notification submittal.
  - b. Assist Owner in preparing to take equipment, tanks, basins, and conduits temporarily out of service.
  - c. Install bypass system.
3. During Shutdown:
- a. Installation of remaining Work required.
  - b. Perform tie-ins shown on Table 01 14 00-B.
  - c. Verify functionality of equipment and system.
4. Following shutdown:
- a. Decommission, demolish and salvage existing Walnut Creek Lift Station

**END OF SECTION**

**Table 01 14 00-A  
Schedule of Tie-Ins**

<b>Tie-In No.</b>	<b>New Line Size and Service</b>	<b>Existing (Connecting) Line Size &amp; Service</b>	<b>Tie-In Building/Location</b>	<b>Construction Stage</b>	<b>Remarks</b>
1	12" PVC	12" DIP	Ex MH-X	Stage 4	Bypass System must be operational.
2	12" PVC	12" DIP	Ex MH-X	Stage 4	Bypass System must be operational.
3	12" PVC	12" DIP	Ex MH-X	Stage 4	Bypass System must be operational.

**Table 01 14 00-B  
Schedule of Shutdowns**

<b>Shutdown No.</b>	<b>Process Equipment and Service Lines Out-of-Service During Shutdown</b>	<b>Process Equipment In Operation During Shutdown</b>	<b>Tie-In Nos.</b>	<b>Maximum Duration</b>
1	Gravity Sewer	Walnut Creek Lift Station	1-3	N/A
				-

**SECTION 01 20 00**  
**MEASUREMENT AND PAYMENT**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Items listed in this Section refer to and are the same pay items listed in the Bid Form and constitute all pay items for completing the Work.
2. Compensation for all services, items, materials, and equipment shall be include in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
3. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, General Requirements, and other requirements of the Contract Documents.
4. Each lump sum and unit bid price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

B. Related Sections:

1. Payments to Contractor: Refer to General Conditions, Supplementary Conditions, and Agreement.
2. Changes to Contract Price: Refer to General Conditions, Supplementary Conditions, and Section 01 26 00 - Contract Modification Procedures.
3. Schedule of Values: Refer to General Conditions, Supplementary Conditions, and Section 01 29 73 - Schedule of Values.

**1.02 ENGINEER'S ESTIMATE OF QUANTITIES**

- A. ENGINEER'S and OWNER's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. Owner does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as Owner may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete

and total compensation for any additions caused by changes or alterations in the Work ordered by Owner.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

A. Contractor shall include all additional Work items, services, goods, resources, and manpower necessary for installation of the Work to provide a completely functional system in accordance with the Contract Documents. Contractor shall include these costs associated with providing a completely functional system within the listed items on the Bid Form and as specified herein.

B. Bid Items:

1. Item B: Lump Sum Work:

a. Measurement and Payment: Lump sum for Item 1 will be full compensation for administration and completion of the Work, as shown on the Drawings and specified in the Contract Documents, except Work specifically included under other Items.

2. Item C: Cash Allowances

a. Cash allowances will be administered in accordance with the General Conditions.

b. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit, and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.

c. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.

d. No payment shall be provided for services which fail to verify the required results.

e. Cash allowances are further described below:

1) Item C1 – Soil and Concrete Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and

backfill, and similar issues and for the testing of concrete cylinders for poured-in-place concrete.

- 2) Item C2 – Asbestos Testing and Abatement: Allow the amount provided in the Bid for the services of an asbestos testing and abatement firm to test for asbestos at the existing lift station and if found, to remove and properly dispose of hazardous material.

3. Item D: Contingency Allowances

- a. Contingency allowances will be administered in accordance with the General Conditions.
- b. Unforeseen Work Elements shall be accomplished by increasing resources on the Project so as not to impact the overall Project Schedule. Time extensions will not be given for Owner-directed Work, unless the new Work can be shown to directly impact the critical path of the Project. Contingency allowances are further described below:
  - 1) Item D1 – Unforeseen Work Elements: Allow the amount provided in the Bid for additional Work authorized by the Owner that is outside the original scope of work of this Contract.

4. Item E: Unit Price Work

- a. Payment for unit price items covers all the labor, materials, and services necessary to furnish and install the following items for additional work not shown on the plans or in the specifications, except where explicitly stated below, and if ordered by the Engineer.
- b. E1 –Select Fill: Payment for Bid Item No. E1 will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide Select Fill which, in the sole judgment of the Engineer, could not have been determined from the Bidding Documents. Bid Item No. E1 shall include all materials, equipment, labor, indirect costs, and profit to provide, place, and compact select fill, as well as to haul off and dispose of unsuitable materials, meeting all requirements of the Bidding Documents. Measurement for Bid Item No. E1 will be by cubic yard of compacted select fill.
- c. E2 – Additional Graded Aggregate Base: Payment for Bid Item No. E2 will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide Graded Aggregated Base (GAB) which, in the sole judgment of the Engineer, could not have been determined from the Bidding Documents. Contractor shall install additional GAB at the locations designated by the Engineer or Owner during construction. Bid Item No. E2 shall include all materials, equipment, labor, indirect costs, and profit

to install additional GAB meeting all requirements of the Bidding Documents. Measurement for Bid Item No. E2 will be by tons of GAB.

- d. E3 – Bollards: Payment for Bid Item No. E3 will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide Bollards which, in the sole judgment of the Engineer, could not have been determined from the Bidding Documents. Contractor shall install bollards at the locations designated by the Engineer or Owner during construction. Bid Item No. E3 shall include all materials, equipment, labor, indirect costs, and profit to install bollards meeting all requirements of the Bidding Documents. Measurement for Bid Item No. E3 will be each bollard.
- e. E4 – Additional Fencing: Payment for Bid Item No. E4 will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide Additional Fencing which, in the sole judgment of the Engineer, could not have been determined from the Bidding Documents. Contractor shall install additional fencing at the locations designated by the Engineer or Owner during construction. Bid Item No. E4 shall include all materials, equipment, labor, indirect costs, and profit to install additional fencing meeting all requirements of the Bidding Documents. Measurement for Bid Item No. E4 will be by linear feet of fencing.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 25 00**  
**SUBSTITUTION PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Procedural requirements for product substitutions.
  - 2. Procedural requirements for substitute construction methods or procedures, when construction methods or procedures are specified.
- B. Requests for substitutions of equipment and material shall conform to the requirements of the General Conditions and Supplemental Conditions.
- C. Procedure for substitution requests and review including evaluation, reimbursement, acceptance, and determination shall be in accordance with General Conditions and Supplemental Conditions.

**1.02 REFERENCES**

- A. Definitions: The following words or terms are not defined but, when used in this Section, have the following meaning:
  - 1. “Products” includes materials, equipment, machinery, components, fixtures, systems, and other goods incorporated in the Work. Products do not include machinery and equipment used for preparing, fabricating, conveying, erecting, or installing the Work. Products include Owner-furnished goods incorporated in the Work where use of such goods is specifically required in the Contract Documents.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Contractor’s Responsibilities: In submitting request for substitution, Contractor represents that:
  - 1. Contractor has investigated proposed substitution and determined that it is equivalent to item, product, method, or procedure specified, as applicable.
  - 2. Contractor will provide the same or better guarantees or warranties for proposed substitution as for the specified product, manufacturer, method, or procedure, as applicable.

3. Contractor waives all Claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- B. Engineer's Review: A proposed substitution will not be accepted for review if:
1. Approval would require changes in design concept or a substantial revision of the Contract Documents.
  2. Approval would delay completion of the Work or the work of other contractors.
  3. Substitution request is indicated or implied on a Shop Drawing or other submittal, or on a request for interpretation or clarification, and is not accompanied by Contractor's formal request for substitution.
- C. If Engineer does not approve the proposed substitute, Contractor shall provide the specified product, manufacturer, method, or procedure, as applicable.
- D. Approval of a substitution request will not relieve Contractor from requirement for submitting Shop Drawings as set forth in the Contract Documents.
- E. Product Substitutions Procedure:
1. Requests for approval of substitute products or items will be considered for a period of 30 days after the Effective Date of the Agreement. After end of specified period, requests will be considered only in case of unavailability of a specified product or other conditions beyond Contractor's control.
  2. Submit two (2) copies of request for substitution.
  3. Submit separate request for each substitution.
  4. In addition to requirements of the General Conditions and information required on substitution request forms, include with request the following:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature with product description, performance and test data, and reference standards with which product complies.
    - c. Samples, if appropriate.
    - d. Name and address of similar projects on which product was used, and date of installation.
    - e. Certified tests, where applicable, by an independent laboratory attesting the proposed substitution is equal.



- f. Cost information for the proposed substitution and the specified products.

F. Construction Methods Substitutions Procedures:

1. Where construction methods or procedures are specified, for a period of 30 days after the Effective Date of the Agreement, Engineer will consider Contractor's written requests for substitute construction methods or procedures specified.
2. Submit two (2) copies of request for substitution.
3. Submit separate request for each substitution.
4. In addition to requirements of the General Conditions and information required on substitution request forms, include with request the following:
  - a. Detailed description of proposed method or procedure.
  - b. Itemized comparison of the proposed substitution with the specified method or procedure.
  - c. Drawings illustrating method or procedure.
  - d. Other data required by Engineer to establish that proposed substitution is equivalent to specified method or procedure.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 26 00**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 – GENERAL**

**1.01 THE REQUIREMENT**

A. Section Includes:

1. General Conditions and Supplementary Conditions provision expansion, including the following:
  - a. Requests for interpretation.
  - b. Clarification notices
  - c. Field Orders
  - d. Work Change Directives
  - e. Proposal requests
  - f. Change Proposals
  - g. Change Orders

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Submit Contract modification documents to Engineer's contact person and address in the Contract Documents.
- B. Retain at Contractor's office and at the Site complete copy of each Contract modification document and related documents, and Engineer's response.

**1.03 REQUEST FOR INTERPRETATION**

A. General:

1. Submit written or electronic requests for interpretation to Engineer. Contractor and Owner may submit requests for interpretation.
2. Submit request for interpretation to obtain clarification or interpretation of the Contract Documents. Report conflicts, errors, ambiguities, and discrepancies in the Contract Documents using requests for interpretation.
3. Do not submit request for interpretation when other form of communication is appropriate, such as submittals, requests for substitutions or "or equals",

notices, ordinary correspondence, or other form of communication. Improperly prepared or inappropriate requests for interpretation will be returned without response or action.

B. Procedure:

1. Submit one electronic copy of each request for interpretation. Submit each request for interpretation with separate letter of transmittal if hard copies are submitted.
  2. Engineer will provide timely review of requests for interpretation. Allow sufficient time for review and response.
  3. Engineer will maintain log of requests for interpretation. Copy of log will be provided upon request.
  4. Engineer will provide written response to each request for interpretation. Electronic copy of Engineer's response will be distributed to:
    - a. Contractor
    - b. Owner
    - c. Engineer
- C. If Engineer requests additional information to make an interpretation, provide information requested within ten (10) days, unless Engineer allows additional time, via correspondence referring to request for interpretation number.
- D. If Contractor or Owner believes that a change in the Contract Price or Contract Times or other change to the Contract is required, notify Engineer in writing before proceeding with the Work associated with the request for interpretation.
- E. Submit each request for interpretation on a form acceptable to Engineer.
1. Number each request for interpretation as follows: Numbering system shall be the Contract number and designation followed by a hyphen and three-digit sequential number.
  2. In space provided on form, describe the interpretation requested. Provide additional sheets as necessary. Include text and sketches as required in sufficient detail for engineer's response.
  3. When applicable, request for interpretation shall include Contractor's recommended resolution.

## **1.04 CLARIFICATION NOTICES**

### **A. General:**

1. Clarification notices, when required, will be initiated and issued by Engineer.
2. Clarification notices do not change the Contract Price or Contract Times, and do not alter the Contract Documents.
3. Clarification notices will be issued as correspondence or using clarification notice form, with additional information as required.

### **B. Procedure:**

1. Electronic copies of Clarification Notices will be maintained, stored, and distributed by electronic construction document management system.
2. If Contractor or Owner believes that a change in the Contract Price or the Contract Times or other change to the Contract is required, notify Engineer in writing before proceeding with the Work associated with clarification notice.
3. If clarification notice is unclear, submit request for interpretation.

## **1.05 FIELD ORDERS**

### **A. General:**

1. Field Orders, when required, will be initiated and issued by Engineer.
2. Field Orders authorize minor variations in the Work but do not change the Contract Price or Contract Times.
3. Field Orders will be in the form of Engineers Joint Contract Documents Committee (EJCDC) document C-942, "Field Order" or other Engineer's accepted form.
4. Engineer will maintain a log of Field Orders issued.

### **B. Procedure.**

1. Electronic copies of Field Orders will be maintained, stored, and distributed by electronic construction document management system.
2. If Contractor or Owner believes that a change in the Contract Price or the Contract Times or other change to the Contract is required, immediately

notify Engineer in writing before proceeding with the Work associated with the Field Order.

3. If the Field Order is unclear, submit request for interpretation.

## **1.06 WORK CHANGE DIRECTIVE**

### **A. General:**

1. Work Change Directives, when required, order additions, deletions, or revisions to the Work.
2. Work Change Directives do not change the Contract Price or Contract Times but are evidence that the parties to the Contract expect that the change ordered or documented by the Work Change Directive will be incorporated in subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
3. Work Change Directives will be in the form of EJCDC document C-940, "Work Change Directive" or other Engineer's accepted form.

### **B. Procedure:**

1. Three originals of Work Change Directive signed by Owner and Engineer will be furnished to Contractor, who shall promptly sign each original Work Change Directive and, within five days of receipt, return all originals to Engineer.
2. Original, signed Work Change Directives will be distributed as follows:
  - a. Contractor: One original
  - b. Owner: One original
  - c. Engineer: One original
3. When required by Engineer, document for the Work performed under each separate Work Change Directive, for each day, the number and type of workers employed and hours worked; equipment used including manufacturer, model, and year of equipment, and number of hours; materials used, receipts for and descriptions of materials and equipment incorporated into the Work, invoices and labor and equipment breakdowns for Subcontractors and Suppliers, and other information required by Owner or Engineer, in a format acceptable to Engineer. Submit this documentation to Engineer as a Change Proposal.

## **1.07 PROPOSAL REQUESTS**

### **A. General:**

1. Proposal requests may be initiated by Engineer or Owner.
2. Proposal requests are for requesting the effect on the Contract Price and the Contract Times and other information relative to contemplated changes in the Work. Proposal requests do not authorize changes or variations in the Work, and do not change the Contract Price or Contract Times or terms of the Contract.
3. Proposal requests will be furnished using the proposal request form included with this Section.

### **B. Procedure.**

1. One copy of each signed proposal request will be furnished to Contractor with one copy each to:
  - a. Owner
  - b. Engineer
2. Submit request for interpretation to clarify conflicts, errors, ambiguities, and discrepancies in proposal request.
3. Upon receipt of proposal request, Contractor shall prepare and submit a Change Proposal, in accordance with this Section, for the proposed Work described in the proposal request.

## **1.08 CHANGE PROPOSALS**

### **A. General.**

1. Submit written Change Proposal to Engineer in response to each proposal request, and when Contractor believes a change in the Contract Price or Contract Times or other change to the terms of the Contract is required.

### **B. Procedure.**

1. Submit to Engineer an electronic copy of each Change Proposal with accompanying documentation. Submit each Change Proposal with separate letter of transmittal.
2. Engineer will review Change Proposal and either request additional information from Contractor or provide to Owner recommendation regarding approval of the Change Proposal.

3. When Engineer requests additional information to render a decision, submit required information within five days of receipt of Engineer's request, unless Engineer allows more time. Submit the required information via correspondence that refers to Change Proposal number.
  4. Upon completing review, electronic copy of Engineer's written response, if any, will be distributed to:
    - a. Contractor
    - b. Owner
    - c. Engineer
  5. If Change Proposal is recommended for approval by Engineer and approved by Owner, a Change Order will be issued.
  6. If parties do not agree on terms for the change, Owner or Contractor may file a Claim against the other, in accordance with the General Conditions and the Supplementary Conditions.
- C. Each Change Proposal shall be submitted on a Change Proposal form acceptable to Engineer.
1. Number each Change Proposal as follows: Numbering system shall be the Contract number and designation followed by a hyphen and three-digit sequential number. Example: First Change Proposal for the general contract for project named "Contract 23" would be, "Proposal No. 23-001".
  2. In space provided on form:
    - a. Describe scope of each proposed change. Include text and sketches on additional sheets as required to provide detail sufficient for Engineer's review and response. If a change item is submitted in response to proposal request, write in as scope, "In accordance with Change Proposal Request No." followed by the proposal request number. Provide written clarifications, if any, to scope of change.
    - b. Provide justification for each proposed change. If change is in response to proposal request, write in as justification, "In accordance with Change Proposal Request No." followed by the proposal request number.
    - c. List the total change in the Contract Price and Contract Times for each proposed change.



3. Unless otherwise directed by Engineer, attach to the Change Proposal detailed breakdowns of pricing (Cost of the Work and Contractor's fee) including:
  - a. List of Work tasks to accomplish the change.
  - b. For each task, labor cost breakdown including labor classification, total hours per labor classification, and hourly cost rate for each labor classification.
  - c. Construction equipment and machinery to be used, including manufacturer, model, and year of manufacture, and number of hours for each.
  - d. Detailed breakdown of materials and equipment to be incorporated into the Work, including quantities, unit costs, and total cost, with Supplier's written quotations.
  - e. Breakdowns of the Cost of the Work and fee for Subcontractors, including labor, construction equipment and machinery, and materials and equipment incorporated into the Work, other costs, and Subcontractor fees.
  - f. Breakdown of other costs eligible, in accordance with the General Conditions and the Supplementary Conditions.
  - g. Other information required by Engineer.
  - h. Contractor's fees applied to eligible Contractor costs and eligible Subcontractor costs.

## **1.09 CHANGE ORDERS**

### **A. General:**

1. Change Orders will be recommended by Engineer and signed by Owner, and Contractor, to authorize additions, deletions, or revisions to the Work, or changes to the Contract Price or Contract Times.
2. Change Orders will be in the form of EJCDC document C-941, "Change Order" or other Engineer's accepted form.

### **B. Procedure.**

1. Three originals of each Change Order will be furnished to Contractor, who shall sign each original Change Order and return all originals to Engineer within five days of receipt.

2. Engineer will sign each original Change Order and forward them to Owner.
3. Owner will sign each original Change Order.
4. After approval and signature of all parties, three executed original copies will be returned to Engineer. Engineer will distribute as follows:
  - a. Contractor: One original
  - b. Owner: One original
  - c. Engineer: One original

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 SCHEDULE**

- A. 2013 EJCDC Form C-942, Field Order
- B. 2013 EJCDC Form C-940, Work Change Directive
- C. 2013 EJCDC Form C-941, Change Order

**END OF SECTION**

Field Order No. \_\_\_\_\_

---

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

---

- 1) Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: \_\_\_\_\_  
Specification(s) Drawing(s) / Detail(s)

---

Description:

Attachments:

---

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

---

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

---

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

Description:

Attachments: [List documents supporting change]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

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

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

Contract Price \$ \_\_\_\_\_ [increase] [decrease].  
Contract Time \_\_\_\_\_ days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum  Unit Price
  - Cost of the Work  Other
- 

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

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

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

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Change Order No. \_\_\_\_\_

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

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

Description:

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE Original Contract Price: \$	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable] Original Contract Times: Substantial Completion: Ready for Final Payment: days or dates
[Increase] [Decrease] from previously approved Change Orders No. to No. : \$	[Increase] [Decrease] from previously approved Change Orders No. to No. : Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment: days or dates
[Increase] [Decrease] of this Change Order: \$	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: \$	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment: days or dates

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (if required)

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

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

Approved Funding Agency (if required)

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

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

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**SECTION 01 29 73**  
**SCHEDULE OF VALUES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. General requirements for preliminary and final Schedule of Values.
2. Schedule of Values and the Progress Schedule updates specified in Section 01 32 00 – Construction Progress Schedule, shall be basis for preparing each Application for Payment. Schedule of Values may be used as a basis for negotiating price of changes, if any, in the Work.

**1.02 ADMINISTRATIVE REQUIREMENTS**

A. General Requirements:

1. Schedule of Values shall include breakdown of costs for materials and equipment, installation, and other costs used in preparing the Bid by Contractor and each Subcontractor. List purchase and delivery costs for materials and equipment for which Contractor may apply for payment as stored materials.
2. Include separate amounts for each Specification Section in the Contract Documents by structure, building, and work area.
3. Identify each line item with number corresponding to the associated Specification Section number. List sub-items of major products or systems, as appropriate or when requested by Engineer.
4. Include in Schedule of Values unit price payment items with their associated quantity. Provide in the Schedule of Values detailed breakdown of unit prices when required by Engineer.
5. Include in Schedule of Values itemized list of Work for each major part of the Contract, for each payment item specified in Section 01 20 00 – Measurement and Payment.
6. Sum of individual values shown on the Schedule of Values shall equal the total of associated payment item. Sum of payment item totals in the Schedule of Values shall equal the Contract Price.

B. Specific Requirements:

1. Include in each line item a directly proportional amount of Contractor's overhead and profit. Do not include overhead and profit as separate item(s).
2. Include separate line item for each allowance, and for each unit price item.
3. Include line item for bonds and insurance in amount not exceeding two percent of the Contract Price. This may be applied for in the first Application for Payment.
4. Include items for the General Conditions, permits (when applicable), construction Progress Schedule, and other items required by Engineer. Include such items in Applications for Payment on schedule accepted by Engineer.
5. Line items for Site maintenance such as dust control, snow removal, compliance with storm water pollution prevention plans and permits, spill prevention control and countermeasures plans, and for construction photographic documentation; temporary utilities and temporary facilities, field offices, temporary controls, field engineering, and similar Work shall be included in the Schedule of Values and proportioned in Applications for Payment throughout duration of the Work.
6. Include separate line items under each appropriate payment item for mobilization and demobilization. Document for Engineer the activities included in mobilization and demobilization line items.
  - a. Mobilization will be limited to two percent of the Contract Price, and will be paid in two payments, each of 50 percent of total amount for mobilization.
  - b. Demobilization shall be at least one percent of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule accepted by Engineer.
7. Costs for submittals, operations and maintenance manuals, field testing, and training of operations and maintenance personnel shall be as follows, unless otherwise accepted by Engineer:
  - a. Up to three percent of total cost of each item (including overhead and profit), including materials and equipment, and installation, may be apportioned to testing and included in the Application for Payment following Engineer's acceptance of the associated written Site testing report(s).

- C. Preliminary Schedule of Values: Submit preliminary Schedule of Values to Engineer for initial review. Contractor shall incorporate Engineer's comments into the Schedule of Values and resubmit to Engineer. Engineer may require corrections and re-submittals until Schedule of Values is acceptable.



D. Time Frame for Submittals:

1. Submit preliminary Schedule of Values within ten days of date that the Contract Times commence running in accordance with the Notice to Proceed.
2. Submittal of the Schedule of Values shall be in accordance with the General Conditions. Engineer will not accept Applications for Payment without an acceptable Schedule of Values.
3. When required by Engineer, promptly submit updated Schedule of Values to include cost breakdowns for changes in the Contract Price.

**1.03 SUBMITTALS**

A. Submit the following:

1. Electronic copy of preliminary Schedule of Values.
2. Electronic copy of Schedule of Values.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 29 76**  
**PROGRESS PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Administrative and procedural requirements for progress payment to the Contractor by the Owner.
- B. Related Sections:
  - 1. Section 01 77 19 – Closeout Requirements.

**1.02 ADMINSTRATIVE REQUIREMENTS**

- A. General: Contractor's request for payment shall be in accordance with the Agreement, General Conditions and Supplementary Conditions, and the Specifications.
- B. Procedure:
  - 1. Review with Resident Project Representative (RPR) quantities and the Work proposed for inclusion in each progress payment. Application for Payment shall cover only the Work and quantities recommended by the RPR.
  - 2. Submit to Engineer one signed electronic copy of each complete Application for Payment and other documents to accompany the Application for Payment.
  - 3. Engineer will act on request for payment in accordance with the General Conditions and Supplementary Conditions.
- C. Requirements:
  - 1. Completed Application for Payment form, including summary/signature page, progress estimate sheets, and stored materials summary. Progress estimate sheets shall have the same level of detail as the Schedule of Values.
  - 2. For materials and equipment not incorporated in the Work but suitably stored, submit documentation in accordance with the General Conditions and Supplementary Conditions. Legibly indicate on invoice or bill of sale the specific materials or equipment included in the payment request and corresponding bid/payment item number for each.
  - 3. Contractor's Affidavit is required for payment application and requests beginning with the second application for payment.

4. For payment requests that include payment for Work under an allowance, submit documentation acceptable to Owner of the authorization of allowance Work.
  5. For payment requests (other than request for final payment) that include reduction or payment of retainage in an amount greater than that required in the Contract Documents, submit on form acceptable to Owner consent of surety to partial release or reduction of retainage.
- D. Requirements for request for final payment are in the General Conditions, as modified by the Supplementary Conditions, and Section 01 77 19 – Closeout Requirements.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 31 19**  
**PROJECT MEETINGS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Pre-Construction Meeting:
  - a. Purpose of conference is to designate responsible personnel, establish working relationships, discuss preliminary schedules submitted by Contractor, and review administrative and procedural requirements for the Project. Matters requiring coordination will be discussed and procedures for handling such matters will be established.
  - b. Date, Time and Location: Conference will be held after execution of the Contract and before Work starts at the Site. Engineer will establish the date, time, and location of conference and notify the interested and involved parties.
2. Progress Meetings:
  - a. Progress meetings will be held throughout the Project. Contractor shall attend each progress meeting prepared to discuss in detail all items on the agenda.
  - b. Engineer will preside at progress meetings and will prepare and distribute minutes of progress meetings to all meeting participants and others as requested.
  - c. Date, Time and Location:
    - 1) Regular Meetings: Every month on a day and time agreeable to Owner, Engineer, and Contractor.
    - 2) Contractor's Field Office at the Site or other location mutually agreed upon by Owner, Contractor, and Engineer.
  - d. Additional meetings may be conducted as progress of Work requires at a mutually agreed date, time and location.

## 1.02 ADMINISTRATIVE REQUIREMENTS

### A. Pre-Construction Meeting:

1. Contractor shall provide pre-construction meeting submittals with sufficient number of copies for each attendee:
2. Required Attendees:
  - a. Contractor
    - 1) Project manager.
    - 2) Site superintendent.
    - 3) Major Subcontractors.
  - b. Owner.
  - c. Engineer.
  - d. Resident Project Representative (RPR).
  - e. Representatives of governmental or other regulatory agencies.
3. Contractor shall prepare and submit a health and safety plan, including confined space entry plan, as specified in this Section prior to the pre-construction meeting.
4. Agenda, minimum:
  - a. Procedural requirements:
    - 1) Designation of responsible personnel
    - 2) Use of Site and Owner's requirements, including general regards for community relations
    - 3) Delivery of materials and equipment to the Site
    - 4) Safety and first aid procedures
    - 5) Confined space entry plan
    - 6) Security procedures
    - 7) Housekeeping procedures
  - b. Administrative requirements:

- 1) Distribution of Contract Documents.
  - 2) Shop Drawing submittal procedures.
  - 3) Maintaining record documents at the Site.
  - 4) Contract modification procedures
  - 5) Processing of Payment Application
- c. Site mobilization requirements:
- 1) Working hours, overtime, and holidays.
  - 2) Field offices, trailers, and staging areas.
  - 3) Temporary facilities and utilities, including usage and coordination.
  - 4) Temporary controls, such as sediment and erosion control, noise, dust, storm water, and other measures.
  - 5) Access to Site, access roads, and parking for construction vehicles.
  - 6) Protection of traffic and existing property, including site barriers and temporary fencing.
  - 7) Security
  - 8) Storage of materials and equipment.
  - 9) Reference points and benchmarks, surveys and layouts.
  - 10) Site maintenance during the project, including cleaning and removal of trash and debris.
  - 11) Site restoration.
- d. Schedules
- 1) Preliminary construction schedule
  - 2) Critical work sequencing
  - 3) Preliminary Shop Drawing submittal schedule
  - 4) Preliminary Schedule of Values

B. Progress Meetings:

1. Progress meetings frequency shall be conducted as specified in this Section, unless modified and agreed upon by Owner, Contractor, and Engineer. Additional meetings may be conducted as progress of Work requires.
2. Contractor shall provide submittals specified in this Section prior to each progress meeting.
3. Attendance:
  - a. Contractor, including project manager, site superintendent, and representatives of Subcontractors and Suppliers as required.
  - b. Engineer, including project manager, RPR (or designated representative).
  - c. Owner.
4. Agenda, minimum:
  - a. Review, comment, and amendment (if required) of minutes of previous progress meeting.
  - b. Review of progress since the previous progress meeting.
  - c. Planned progress through next 30 – 60 days.
  - d. Review of Progress Schedule
    - 1) Contract Times, including Milestones (if any)
    - 2) Critical path.
    - 3) Schedules for fabrication and delivery of materials and equipment.
    - 4) Corrective measures, if required.
  - e. Submittals:
    - 1) Review of status of critical submittals.
    - 2) Review revisions to schedule of submittals.
  - f. Contract Modifications:



- 1) Requests for interpretation
  - 2) Clarification notices
  - 3) Field Orders
  - 4) Proposal requests
  - 5) Change Proposals
  - 6) Work Change Directives.
  - 7) Change Orders.
  - 8) Claims.
- g. Applications for progress payments.
  - h. Problems, conflicts, and observations.
  - i. Quality standards, testing, and inspections.
  - j. Coordination between parties.
  - k. Site management issues, including access, security, maintenance and protection of traffic, maintenance, cleaning, and other Site issues.
  - l. Safety.
  - m. Permits.
  - n. Record documents status.
  - o. Punch list status, as applicable.
  - p. Other business.
  - q. Schedule next progress meeting.

### **1.03 SUBMITTALS**

#### **A. Pre-Construction Meeting Submittals:**

1. Prior to the conference, submit the following preliminary schedules in accordance with the General Conditions:
  - 1) Progress schedule

- 2) Schedule of submittals
  - 3) Schedule of values
2. Contractor's safety and first aid procedures.
  3. Confined space entry plan.
  4. List of emergency contact information
- B. Progress Meeting Submittals:
1. List of Work accomplished since the previous progress meeting.
  2. Up-to-date Progress Schedule.
  3. Up-to-date Schedule of Submittals.
  4. Detailed "look-ahead" schedule of Work planned through the next progress meeting, with specific starting and ending dates for each activity, including shutdowns, deliveries of important materials and equipment, Milestones (if any), and important activities affecting the Owner, Project, and Site.
  5. When applicable, list of upcoming, planned time off (with dates) for personnel with significant roles on the Project, and the designated contact person in their absence.

#### **1.04 EMERGENCY CONTACT INFORMATION**

- A. Contractor shall provide list of emergency contact information for 24-hour use throughout the Project. Emergency contact information shall be updated and kept current throughout the Project. If personnel or contact information change, provide updated emergency contact information list at the next progress meeting.
- B. Contractor's list of emergency contact information shall include:
1. Contractor's project manager's office, field office, and cellular telephone numbers.
  2. Contractor's Site superintendent's field office, and cellular telephone numbers.
  3. Contractor's foreman's field office, and cellular telephone numbers.
  4. Major Subcontractors' and Suppliers' office and cellular telephone numbers of project manager and foreman (when applicable).
- C. Additional Emergency Contact Information:

1. Owner's Project Manager: office and cellular telephone numbers.
2. Owner's central 24-hour emergency telephone number.
3. Engineer's office and cellular telephone numbers.
4. Resident Project Representative's office and cellular telephone numbers.
5. Emergency telephone numbers, including: "Emergency: Dial 911", and seven-digit telephone numbers for the hospital, ambulance, police, and fire department nearest to the Site. Provide names of each of these institutions.
6. Other involved entities as applicable.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 32 00**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall prepare and submit Progress Schedules and related documents in accordance with the General Conditions, as may be modified by the Supplementary Conditions, and this Section, unless otherwise accepted by Engineer.
  - 1. Maintain and update Progress Schedules and related documents.
  - 2. Progress Schedule shall be a Critical Path Method (CPM) Progress Schedule.
  
- B. Engineer's acceptance of the Progress Schedule or related documents, and comments or opinions concerning activities in the Progress Schedule and related documents shall not control independent judgment of Contractor concerning means, methods, techniques, sequences and procedures of construction, unless the associated means, method, technique, sequence, or procedure is directed by the Contract Documents. Contractor is solely responsible for complying with the Contract Times.

**1.02 REFERENCES**

- A. Definitions:
  - 1. Activity: An element of the construction work that has the following specific characteristics: consumes time, consumes resources, has a definable start and finish, is assignable, and is measurable.
  - 2. Constraint: An imposed date on the Progress Schedule or an imposed tie between Activities. The Contract Times are Constraints.
  - 3. CPM Progress Schedule: Computerized Progress Schedule in Critical Path Method (CPM) format which accounts for the entire Work, defines the interrelationships between elements of the Work, reflects the uncompleted Work, and indicates the sequence with which the Work has been completed, indicates the sequence in which uncompleted Work will be completed, and indicates the duration of each Activity.
  - 4. Critical Path: The continuous chain of Activities with the longest duration for completion within the Contract Times.

5. Early Start: The earliest possible date an Activity can start according to the assigned relationships among Activities.
6. Early Finish: The earliest date an Activity can finish according to the assigned relationships among the Activities.
7. Late Finish: The latest date an Activity can finish without extending the Contract Times.
8. Late Start: The latest date an Activity can start without extending the Contract Times.
9. Float: The time difference between the calculated duration of the Activity chain and the Critical Path.
10. Total Float: The total number of days that an Activity (or chain of Activities) can be delayed without affecting the Contract Times.
11. Work Areas, Area, or System: A logical breakdown of the Project elements or a group of Activities which, when collectively assembled, are readily identifiable on the Project (for example, yard piping, a structure or building, a treatment process, or other logical grouping).

### **1.03 ADMINISTRATIVE REQUIREMENTS**

#### **A. Initial Progress Schedule:**

1. Type and Organization of Progress Schedules:
  - a. Prepare one Progress Schedule covering the entire Project using scheduling software that is acceptable to Engineer.
  - b. Sheet Size: 11" by 17", unless otherwise accepted by Engineer.
  - c. Time Scale: Indicate first date of each work week.
  - d. Activity Designations: Indicate title and related Specification Section number.
  - e. Organization:
    - 1) Indicate on the separate Schedule of Submittals dates for submitting and reviewing Shop Drawings, Samples, and other submittals.
    - 2) Group deliveries of materials and equipment into a separate sub-schedule that is part of the Progress Schedule.

- 3) Group construction into Work Area sub-schedules (that are part of the Progress Schedule) by Activity.
- 4) Clearly indicate the Critical Path on the Progress Schedule.
- 5) Organize each Work Area sub-schedule by Specification Section number.

2. Preliminary Progress Schedule:

- a. Contractor shall submit to Engineer the preliminary Progress Schedule within 30 days after the Contract Times commence running.
- b. Submit electronic copy of preliminary Progress Schedule and associated reports and schedule-related documents to accompany the preliminary Progress Schedule, in accordance with the Submittals Article of this Section. Submit in accordance with Section 01 33 00 – Submittal Procedures.

3. Initial Acceptance of Progress Schedule:

- a. At least 10 days before submission of the first Application for Payment, Contractor shall schedule a conference at the Site for review of the preliminary Progress Schedule.
  - 1) Attendees shall include Contractor, Engineer, Owner and others as required.
  - 2) Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the Progress Schedule and associated Network Diagram.
  - 3) Owner reserves the right to not make progress payment to Contractor until acceptable Progress Schedule and schedule-related documents required are submitted to Engineer.
- b. Submit electronic copy each of acceptable Progress Schedule with Network Diagram, reports, and other schedule-related documents required to accompany the initial acceptable Progress Schedule, in accordance with the Submittals Article of this Section.
- c. Initially-accepted Progress Schedule shall be identified as the baseline Progress Schedule.

B. Progress Schedule Updates:

1. Update the Progress Schedule each month. If during progress of the Work events develop that necessitate changes in the initially accepted Progress Schedule (i.e., baseline Progress Schedule), identify updated Progress Schedules sequentially as Progress Schedule Revision 1, 2, 3, and continuing in sequence as required.
2. The update to the Progress Schedule shall be based on retained logic. Progress override logic is not allowed.
3. Required scheduling software, and schedule organization, format, and content for updated Progress Schedules are identical to that required in this Section for initial Progress Schedules.
4. Submit to Engineer electronic copy of the updated Progress Schedule, Network Diagram, narrative report, and other schedule-related reports and documents required.
5. Indicate in the narrative report delays that have occurred since the previous updated Progress Schedule. Engineer will not recommend payment by Owner of progress payments until updated Progress Schedule is received, reviewed, and accepted by Engineer. Payment for out-of-sequence Work is not allowed.

#### **1.04 TIME IMPACT ANALYSIS**

##### **A. General:**

1. Prepare and submit a time impact analysis when one or more of the following occurs:
  - a. Change Order proposal is prepared
  - b. Work Change Directive is issued that will affect the Progress Schedule
  - c. When delays are experienced.
2. Time impact analysis shall illustrate the influence of each Change Order, Work Change Directive, or delay.
3. Timing of Time Impact Analysis:
  - a. Submit each time impact analysis within 7 days after the following, as applicable:
    - 1) Start of the delay.
    - 2) After the submittal of Change Order proposal to Engineer



3) After Contractor's Receipt of Work Change Directive.

- b. Failure to Submit Time Impact Analysis: When General Contractor does not submit time impact analysis for a specific change or delay under the General Contract, within the specified period of time for such submittal, such non-submittal shall be construed that no extension of the Contract Times is required

B. Evaluation by Engineer and Acceptance:

1. Engineer's evaluation of each time impact analysis comprised of complete information will be completed in timely manner after Engineer's receipt. Changes in the Contract Times will be made only by Change Order.
2. When mutual agreement is reached between the parties, on effect of the change or delay in the Project, incorporate into the next Progress Schedule update.

#### **1.05 RECOVERY SCHEDULES**

A. General:

1. When updated Progress Schedule indicates that the ability to comply with the Contract Times falls 30 or more days behind schedule, and there is no excusable delay, Change Order, or Work Change Directive to support an extension of the Contract Times, Contractor shall prepare and submit a Progress Schedule demonstrating Contractor's plan to accelerate the Project to achieve compliance with the Contract Times (i.e., "recovery schedule") for Engineer's acceptance.
2. Submit recovery schedule within 14 days after submittal of updated Progress Schedule where need for recovery schedule is indicated.

B. Implementation of Recovery Schedule:

1. At no additional cost to Owner, Contractor shall do one or more of the following:
  - a. Furnish additional labor and construction equipment
  - b. Employ additional work shifts
  - c. Expedite procurement of materials and equipment to be incorporated into the Work
  - d. Other measures necessary to complete the Work within the Contract Times.

2. Upon acceptance of recovery schedule by Engineer, incorporate recovery schedule into the next Progress Schedule update.
- C. Lack of Action: Contractor's refusal, failure or neglect to submit a recovery schedule, shall constitute reasonable evidence that Contractor is not prosecuting the Work or separable part thereof with the diligence that will ensure completion within the Contract Times. Such lack of action shall constitute sufficient basis for Owner to exercise remedies available to Owner under the Contract Documents

## **1.06 SUBMITTALS**

- A. Action/Informational Submittals:
1. Initial Progress Schedules:
    - a. Preliminary Progress Schedule.
    - b. Acceptable Progress Schedule.
  2. Progress Schedule Updates:
    - a. Progress Schedule updates shall comply with requirements of this Section.
    - b. Submit updated Progress Schedule at each progress meeting. If a Progress Schedule remains unchanged from one progress meeting to the next, submit a written statement to that effect.
  3. Time Impact Analyses: Submit in accordance with this Section.
  4. Recovery Schedule: Submit in accordance with this Section.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Contractor shall provide submittals in accordance with the General Conditions as modified by the Supplementary Conditions, and this Section.
2. Contractor is responsible for dimensions to be confirmed and corrected at the Site, for information pertaining solely to the fabrication processes and to techniques of construction, and for coordinating the work of all trades. Contractor's signature of submittal's stamp and letter of transmittal shall be Contractor's representation that Contractor has met his obligations under the Contract Documents relative to that submittal.

B. Related Sections:

1. Section 01 25 00 – Substitution Procedures.
2. Section 01 78 23 – Operation and Maintenance Data.
3. Section 01 78 39 – Project Record Documents.
4. Section 01 78 43 – Spare Parts and Extra Material.
5. Section 01 79 00 – Instruction of Owner's Personnel.

**1.02 REFERENCES**

A. Types of Submittals: When type of submittal is not specified and is not specified in this Section, Engineer will determine type of submittal.

1. Action/Informational Submittals:
  - a. Shop Drawings.
  - b. Product data.
  - c. Delegated design submittals in accordance with the General Conditions and as modified by the Supplemental Conditions.
  - d. Samples.

- e. Testing plans, procedures, and testing limitations.
  - f. Design data not sealed and signed by a design professional retained by Contractor, Subcontractor, or Supplier.
  - g. Pre-construction test and evaluation reports, such as reports on pilot testing, subsurface investigations, potential Hazardous Environmental Condition, and similar reports.
  - h. Supplier instructions, including installation data, and instructions for handling, starting-up, and troubleshooting.
  - i. Lesson plans for training and instruction of Owner's personnel.
2. Closeout Submittals:
- a. Maintenance contracts.
  - b. Operations and maintenance data.
  - c. Bonds, such as maintenance bonds and bonds for a specific product or system.
  - d. Warranty documentation.
  - e. Record documentation.
3. Maintenance Material Submittals:
- a. Maintenance materials schedule and checklist.
  - b. Spare parts.
  - c. Extra stock materials.
  - d. Tools.
4. Quality Assurance Submittals:
- a. Performance affidavits.
  - b. Certificates.
  - c. Source quality control submittals (other than testing plans, procedures, and testing limitations), including results of shop testing.

- d. Field or Site quality control submittals (other than testing plans, procedures, and testing limitations), including results of operating and acceptability tests at the Site.
- e. Supplier reports.
- f. Special procedure submittals, including health and safety plans and other procedural submittals.
- g. Qualifications statements.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

#### **A. Submittal Requirements:**

- 1. Contractor shall submit electronic copy of submittals for Engineer's review via Microsoft SharePoint, Procore, or other Engineer-approved cloud-based document management system, unless otherwise specified in individual Specification Sections. Acceptable electronic formats are Adobe PDF, Microsoft Word, Autodesk DWF and AutoCAD. Files in PDF format shall be searchable and shall include bookmarks.
- 2. Submittal shall be accompanied by letter of transmittal containing date, project title, Contractor's name, number and title of submittal, list of relevant Specification Sections, notification of deviations from Contract Documents, and other material required for Engineer's review.

#### **B. Scheduling:**

- 1. Provide submittals well in advance of need for the material or equipment, or procedure (as applicable), in the Work and with ample time required for delivery of material or equipment and to implement procedures following Engineer's approval or acceptance of the associated submittal. Work covered by a submittal will not be included in progress payments until approval or acceptance of related submittals has been obtained in accordance with the Contract Documents.
- 2. Submittals shall be provided by Contractor with at least thirty (30) working days for review and processing.

### **1.04 SCHEDULE OF SUBMITTALS**

#### **A. Schedule of Submittals, as specified in this Section:**

- 1. Timing:

- a. Provide submittal within time frames specified in the Contract Documents.
  - b. Provide updated Schedule of Submittals with each submittal of the updated Progress Schedule.
2. Content: In accordance with the General Conditions as modified by the Supplementary Conditions, and this Section. Requirements for content of preliminary Schedule of Submittals and subsequent submittals of the Schedule of Submittals are identical.
- a. Identify submittals required in the Contract Documents. Updates of Schedule of Submittals shall show scheduled dates and actual dates for completed tasks. Indicate submittals that are on the Project's critical path.
  - b. Indicate the following for each submittal:
    - 1) Date when submittals are requested and received from Supplier.
    - 2) Date when certification is received from Supplier and when submitted to Engineer.
    - 3) Date when submittals are submitted to Engineer and returned with disposition from Engineer.
    - 4) Date when submittals are revised by Supplier and submitted to Engineer.
    - 5) Date when submittals are returned with "Furnish as Submitted" (FAS) or "Furnish as Corrected" (FAC) disposition from Engineer.
    - 6) Date when approved submittals are returned to Supplier.
    - 7) Date of Supplier scheduled delivery of equipment and material.
    - 8) Date of actual delivery of equipment and material.
    - 9) Whether submittal will be for a substitution or "equal". Procedures for substitutions and "or equals" are specified in the General Conditions and the Section 01 25 00 – Substitution Procedures.

- 10) For submittals for materials or equipment, date by which material or equipment must be at the Site to avoid delaying the Work and to avoid delaying the work of other contractors.
3. Prepare Schedule of Submittals using same software, and in same format, specified for Progress Schedules.
4. Coordinate Schedule of Submittals with the Progress Schedule.
5. Schedule of Submittals that is not compatible with the Progress Schedule, or that does not indicate submittals on the Project's critical path, or that places extraordinary demands on Engineer for time and resources, is unacceptable. Do not include submittals not required by the Contract Documents.
6. In preparing Schedule of Submittals:
  - a. Considering the nature and complexity of each submittal, allow sufficient time for review and revision.
  - b. Reasonable time shall be allowed for: Engineer's review and processing of submittals, for submittals to be revised and resubmitted, and for returning submittals to Contractor.
  - c. Identify and accordingly schedule submittals that are expected to have long anticipated review times.

#### **1.05 ACTION/INFORMATIONAL SUBMITTALS**

- A. Provide the following Submittals in accordance with the individual Specification Sections, including, but not limited to, the following:
  1. Product Data:
    - a. Catalog cut-sheets
    - b. Descriptive bulletins/brochures/specifications
    - c. Material of construction data, including details on all components including applicable ASTM designations.
    - d. Lifting, erection, installation, and adjustment instructions, and recommendations.
    - e. Finish/treatment data, including interior and exterior shop coating systems.

- f. Equipment/material weight/loading data, including total uncrated weight of the equipment plus the approximate weight of shipped materials. Support locations and loads that will be transmitted to bases and foundations following installation. Size, placement, and embedment requirements of anchor bolts.
  - g. Complete information regarding location, type, size, and length of all field welds in accordance with "Standard Welding Symbols" AWS A2.0 of the American Welding Society. Special conditions shall be fully explained by notes and details.
  - h. Motor data, equipment and motor protective devices, and interconnection diagrams.
  - i. Engineering design data, calculations and system analyses
  - j. Digital system documentation
  - k. Operating sequence descriptions
  - l. Software/programming documentation
  - m. Manufacturer's instructions
2. Shop Drawings:
- a. Equipment and material layout drawings, including panel layout drawings.
  - b. System schematics and diagrams including, but not limited to, piping systems; HVAC and ventilation systems; process equipment systems; electrical operating systems; wiring diagrams; controls, alarm and communication systems.
  - c. Layout and installation drawings (interior and exterior) for all pipes, valves, fittings, sewers, drains, heating and ventilation ducts, all electrical, heating, ventilating and other conduits, plumbing lines, electrical cable trays, lighting fixture layouts, and circuiting, instrumentation, interconnection wiring diagrams, communications, power supply, alarm circuits, etc.
  - d. Layout and installation drawings shall show connections to structures, equipment, sleeves, valves, fittings, etc.
  - e. Drawings shall show the location and type of all supports, hangers, foundations, etc., and the required clearances to operate valves, equipment, etc.



- f. Drawings for pipes, ducts, conduits, etc., shall show all 3 inch and larger electrical conduits and pressure piping, electrical cable trays, heating and ventilation ducts or pipes, structure, manholes or any other feature within four (4) feet (measured as the clear dimension) from the pipe duct, conduit, etc., for which the profile is drawn.
  - g. Equipment and material schedules.
3. Delegated design submittals, which include documents prepared, sealed, and signed by a design professional retained by Contractor, Subcontractor, or Supplier for materials and equipment to be incorporated into the completed Work. Delegated design submittals do not include submittals related to temporary construction unless specified otherwise in the related Specification Section. Delegated design submittals include: design drawings, design data including calculations, specifications, certifications, and other submittals prepared by such design professional.
- B. Samples:
- 1. General Requirements:
    - a. Conform submittal of Samples to the General Conditions as modified by the Supplementary Conditions, this Section, and the Specification Section in which the Sample is specified.
    - b. Furnish at the same time Samples and submittals that are related to the same unit of Work or Specification Section. Engineer will not review submittals without associated Samples and will not review Samples without associated submittals.
    - c. Samples shall clearly illustrate functional characteristics of product, all related parts and attachments, and full range of color, texture, pattern, and material.
  - 2. Submittal Requirements:
    - a. Securely label or tag Samples with submittal identification number. Label or tag shall not cover, conceal, or alter appearance or features of Sample. Label or tag shall not be separated from the Sample.
    - b. Submit number of Samples required in Specifications. If number of Samples is not specified in the associated Specification Section, provide at least one identical Samples of each item required for Engineer's approval. If Contractor requires Sample(s) for Contractor's use, notify Engineer in writing and provide additional Sample(s). Contractor is responsible for furnishing, shipping, and transporting additional Samples.

- c. Deliver one Sample to Engineer's field office at the Site. Deliver balance of Samples to location directed by Engineer.

#### **1.06 CLOSEOUT SUBMITTALS**

- A. Provide the following Closeout Submittals in accordance with the individual Specification Sections, including, but not limited to, the following:
  1. Maintenance contracts
  2. Bonds for specific products or systems
  3. Warranty documentation
  4. Software programming and documentation.
- B. On documents such as maintenance contracts and bonds, include on each document furnished original signature of entity issuing the document.
- C. Operations and Maintenance Data: Submit in accordance with Section 01 78 23 – Operations and Maintenance Data.
- D. Record Documentation: Submit in accordance with Section 01 78 39 – Project Record Documents.
- E. Disposition: Dispositions and meanings are the same as specified for Informational Submittals.

#### **1.07 MAINTENANCE MATERIAL SUBMITTALS**

- A. For spare parts, extra stock materials, and tools, submit quantity of items specified in associated Specification Section. Furnish in accordance with Section 01 78 43 – Spare Parts and Extra Materials.
- B. Disposition: Dispositions and meanings are the same as specified for Informational Submittals.

#### **1.08 CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall review, coordinate, and verify submittals with Subcontractors, Manufacturers, and Suppliers, including field measurements at Site, in accordance with the General Conditions and as modified by Supplemental Conditions prior to submitting material for Engineer's review.
- B. Contractor shall provide Contractor's stamp of approval certifying submittal material has been reviewed and conform to the Contract Documents prior to submitting material for Engineer's review.

- C. Contractor shall provide written notice of deviations or variations that submittal may have with the Contract Documents.
- D. Contractor shall provide bound, dated, labeled, tabulated, and consecutively numbered submittals as specified in the individual Specification Section. Label shall contain the following:
  - 1. Specification Section.
  - 2. Referenced Drawing number.
  - 3. Subcontractor or Supplier name.
  - 4. Type of equipment and/or materials.
- E. Contractor shall perform the following after receiving Engineer's review disposition:
  - 1. Order, fabricate, or ship equipment and materials included in the submittal (pending Engineer's review of source quality control submittals) with the following disposition:
    - a. "Furnish as Submitted" (FAS).
    - b. "Furnish as Corrected" (FAC).
    - c. "Furnish as Corrected – Confirm" (FACC), only portions of Work that do not require resubmittal for Engineer's review.
  - 2. Resubmittal requirements:
    - a. Partial resubmittal of "Furnish as Corrected – Confirm" (FACC) returned dispositions, until Engineer's disposition is either "Furnish as Submitted" (FAS) or "Furnish as Corrected" (FAC).
    - b. Full resubmittal of material with Engineer's disposition of "Revise and Resubmit" (R&R), until Engineer's disposition is "Furnish as Submitted" (FAS), "Furnish as Corrected" (FAC), or "Furnish as Corrected – Confirm" (FACC) that requires a partial resubmittal.
    - c. Contractor shall be responsible for Engineer's charges to Owner if submittals are not approved within the number of specified submittals in accordance with the General Conditions. Engineer's charges shall include, but not limited to, additional review effort, meetings, and conference calls with Contractor, Subcontractor, or Supplier.

## **1.09 ENGINEER'S REVIEW**

- A. Engineer's review of the Contractor's submittal shall not relieve Contractor's responsibility under the Contract Document in accordance with the General Conditions and as modified in the Supplemental Conditions. An acceptance of a submittal shall be intended to mean the Engineer does not have specific objection to the submitted material, subject to conformance with the Contract Drawings and Specifications.
- B. Engineer's review of Contractor's submittal shall be confined to general arrangement and compliance with the Contract Documents, and shall not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of Subcontractor work, etc.
- C. Review Dispositions:
  - 1. "Furnish as Submitted" (FAS) – No exceptions are taken.
  - 2. "Furnish as Corrected" (FAC) – Minor corrections are noted for Contractor's correction.
  - 3. "Furnish as Corrected – Confirm" (FACC) – Corrections are noted and partial resubmittal shall be made as noted.
  - 4. "Revise and Resubmit" (R&R) – Corrections are noted and complete resubmittal shall be made. Submittal does not conform to applicable requirements of the Contract Documents and is not acceptable. Revise submittal and re-submit to indicate acceptability and conformance with the Contract Documents.
  - 5. "Receipt Acknowledged" (RA) –
    - a. Information included in submittal conforms to the applicable requirements of the Contract Documents and is acceptable. No further action by Contractor is required relative to this submittal, and the Work covered by the submittal may proceed, and products with submittals with this disposition may be shipped or operated, as applicable.
    - b. Information included in submittal is for Project record purposes and does not require Engineer's review or approval.
  - 6. "Rejected" (R) – Information included in submittal does not conform to the applicable requirements of the Contract Documents and is unacceptable. Contractor shall submit products and materials as specified in the Contract Documents or provide required information for substitution as specified in the Contract Documents for consideration by Engineer.

- D. Electronic Submittal Return to Contractor: Electronic submittals shall be returned electronically with dispositions provided.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 42 00**  
**REFERENCES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Definitions and terminology applicable to all the Contract Documents are included in the General Conditions and Supplementary Conditions.

**1.02 REFERENCES**

- A. Abbreviations and Acronyms: Common abbreviations that may be found in the Contract Documents are listed below:

alternating current	a-c
ampere	A
Architectural Barriers Act	ABA
Americans with Disabilities Act	ADA
Americans with Disabilities Act Accessibility Guidelines	ADAAG
ante meridian	a.m.
average	avg
biochemical oxygen demand	BOD
brake horsepower	bhp
British thermal unit	Btu
Centigrade (or Celsius)	C
chlorinated polyvinyl chloride	CPVC
Code of Federal Regulations	CFR
cubic inch	cu in
cubic foot	cu ft
cubic yard	cdu yd, or CY
cubic feet per minute	cfm
cubic feet per second	cfs

degree Centigrade (or Celsius)	degrees C or °C
degrees Fahrenheit	degrees F or °F
diameter	dia
direct current	d-c
dollars	\$
each	ea
efficiency	eff
Fahrenheit	F
feet	ft
feet per hour	fph
feet per minute	fpm
feet per second	fps
figure	Fig
flange	flg
foot-pound	ft-lb
gallon	gal
gallons per hour	gph
gallons per minute	gpm
gallons per second	gps
gram	g
grams per liter	g/L
Hertz	Hz
horsepower	hp or HP
hour	hr
human-machine interface	HMI
inch	in.
inches water gage	in. w.g.
inch-pound	in.-lb
inside diameter	ID



iron pipe size	IPS
thousand pounds	kips
thousand pounds per square inch	ksi
kilovolt-ampere	kva
kilowatt	kw
linear foot	lin ft or LF
liter	L
maximum	max
mercury	Hg
milligram	mg
milligrams per liter	mg/l or mg/L
milliliter	ml
millimeter	mm
million gallons per day	mgd or MGD
million gallons	MG
minimum	min
national pipe threads	NPT
net positive suction head	NPSH
net positive suction head available	NPSHA
net positive suction head required	NPSHR
nominal pipe size	NPS
number	no.
operator interface terminal	OIT
ounce	oz
ounce-force	ozf
outside diameter	OD
parts per hundred	pph
parts per million	ppm
parts per billion	ppb

polyvinyl chloride	PVC
post meridian	p.m.
pound	lb
pounds per square inch	psi
pounds per square inch absolute	psia
pounds per square inch gauge	psig
pounds per square foot	psf
process control system	PCS
programmable logic controller	PLC
revolutions per minute	rpm
second	sec
specific gravity	sp gr or SG
square	sq
square foot	sq ft or sf
square inch	sq in.
square yard	sq yd or SY
standard	std
standard cubic feet per minute	scfm
total dynamic head	TDH

B. Definitions: Terminology used in the Specifications includes:

1. "Indicated" refers to graphic representations, notes, or schedules on the Drawings, or to other paragraphs or schedules in the Specifications and similar locations in the Contract Documents.
2. "Shown", "noted", "scheduled", and "specified" are used to help the user locate the reference without limitation on the location.
3. "Installer", "applicator", or "erector" is Contractor or another entity engaged by Contractor, either as an employee or subcontractor, to perform a particular construction activity, including installation, erection, application or similar Work. Installers shall be experienced in the Work that installer is engaged to perform.

4. “Experienced”, when used with the term “installer” means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; being familiar with Laws and Regulations; and having complied with requirements of authorities having jurisdiction, and complying with requirements of the Supplier of the material or equipment being installed.
5. Trades: Use of a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”, unless otherwise indicated in the Contract Documents or required by Laws or Regulations. Such terminology also does not imply that specified requirements apply exclusively to trade personnel of the corresponding generic name.
6. “Assigned specialists” and similar terms: Certain Sections of the Specifications require that specific construction activities be performed by specialists recognized as experts in those operations. Engage said specialists for those activities, and their engagement is a requirement over which Contractor has no option. These requirements do not conflict with enforcement of building codes and other Laws and Regulations. Also, such requirements are not intended to interfere with local trade union jurisdictional settlements and similar conventions. Such assignments shall not relieve Contractor of responsibility for complying with the requirements of the Contract Documents.

C. Reference Standards:

1. Refer to General Conditions, as may be modified by the Supplementary Conditions, relative to reference standards and resolving discrepancies between reference standards and the Contract Documents. Provisions of reference standards are in effect in accordance with the Specifications.
2. Copies of Standards: Each entity engaged in the Work shall be familiar with reference standards applicable to its construction activity. Copies of applicable reference standards are not bound with the Contract Documents. Where reference standards are needed for a construction activity, obtain copies of standards from the publication source.
3. Abbreviations and Names: Where reference standards, specifications, codes, manuals, Laws or Regulations, or other published data of international, national, regional or local organizations are referred to in the Contract Documents, the organization issuing the standard may be referred to by their acronym or abbreviation only.

4. Following acronyms or abbreviations that may appear in the Contract Documents shall have the meanings indicated below. Listing is alphabetical by acronym.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIFS	American Cast Iron Flange Standards
ACS	American Chemical Society
ADC	Air Diffusion Council
ADSC	International Association of Foundation Drilling.
AEIC	Association of Edison Illuminating Companies
AF&PA	American Forest and Paper Association
ABMA	American Bearing Manufacturers Association (formerly Anti- Friction Bearing Manufacturers Association (AFBMA))
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHDGA	American Hot Dip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIChE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association
AMP	National Association of Architectural Metal Manufacturers, Architectural Metal Products Division
ANSI	American National Standards Institute

APA	The Engineered Wood Association
API	American Petroleum Institute
APHA	American Public Health Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society for Non-Destructive Testing
ASQ	American Society for Quality
ASSE	American Society of Safety Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industry
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association
BOCA	Building Officials and Code Administrators
CBMA	Certified Ballast Manufacturers Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association

CISCA	Ceilings and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DIN	Deutsches Institut für Normung eV (German Institute for Standardization)
DIPRA	Ductile Iron Pipe Research Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ETL	Intertek Testing Services, Inc. (formerly ETL Testing Laboratories, Inc.)
EPD	Georgia Environmental Protection Division
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual (FM Global)
FRPI	Fiberglass Reinforced Plastics Institute
FS	Federal Specification
GA	Gypsum Association
GANA	Glass Association of North America
GDOT	Georgia Department of Transportation
GPC	Georgia Power Company
HEW	United States Department of Health, Education and Welfare
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HUD	United States Department of Housing and Urban Development
IBC	International Building Code

ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
IFCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society (formerly Instrument Society of America)
ISO	Insurance Services Office
IOS	International Organization for Standardization
LPI	Lightning Protection Institute
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSS	Manufacturers' Standardization Society
MMA	Monorail Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Pipe Fabricators, Inc.
NARUC	National Association of Regulatory Utilities Commissioners
NBHA	National Builders Hardware Association
NBS	United States Department of Commerce, National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NELMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NETA	International Electrical Testing Association

NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NHPMA	Northern Hardwood and Pine Manufacturers Association
NIST	United States Department of Commerce, National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NSSGA	National Stone, Sand, and Gravel Association
NTMA	National Terrazzo and Mosaic Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PFI	Pipe Fabrication Institute
PPI	Plastics Pipe Institute
PGMC	Primary Glass Manufacturers Council
PS	Product Standards Section, United States Department of Commerce
RCSC	Research Council on Structural Connections (part of AISC)
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers
SBCCI	Southern Building Code Congress International, Inc.
SCAQMD	Southern California Air Quality Management District
SCPRF	Structural Clay Products Research Foundation
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute



SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturing Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SPI	Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coatings
SWI	Steel Window Institute
TCNA	Tile Council of North America
TEMA	Tubular Exchanger Manufacturers Association
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USAB	United States Access Board
USDOE	United States Department of Energy
USEPA	United States Environmental Protection Agency
USGBC	United States Green Building Council
USGS	United States Geological Survey
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCMA	Wood Component Manufacturers Association
MDMA	Window and Door Manufacturers Association
WWEMA	Water and Wastewater Equipment Manufacturers Association
WWPA	Western Wood Products Association

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 45 23**  
**TESTING SERVICES FURNISHED BY CONTRACTOR**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall employ and pay for independent testing entity to perform specified services. Entity selected shall be subject to approval by Engineer.
- B. Inspection, sampling and testing shall be as specified in the individual Specification Sections.
- C. Materials for testing include, but are not limited to, the following and as specified in the individual Specification Sections:
  - 1. Cement
  - 2. Concrete aggregate
  - 3. Bituminous paving materials
  - 4. Structural and reinforcing steel
  - 5. Select backfill
  - 6. Crushed stone, gravel, and sand
- D. Related Sections, but not limited to, the following:
  - 1. Section 31 00 01 – Earthwork.
  - 2. Section 31 23 24 – Flowable Fill
  - 3. Section 03 21 00 – Reinforcing Steel.
  - 4. Section 03 30 00 – Cast-in-Place Concrete

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Contractor's Responsibilities:
  - 1. Provide to laboratory representative samples of materials to be tested, in required quantities.
  - 2. Provide labor and facilities:

- a. To provide access to the Work to be tested, and where required, to Suppliers' operations.
  - b. To obtain and handle samples at the Site.
  - c. To facilitate inspections and tests.
  - d. For testing entity's exclusive use for storage and curing of test samples.
  - e. Forms for preparing concrete test beams and cylinders.
3. Notify testing entity and Engineer sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
  4. Arrange with testing entity and pay for additional services, sampling, and testing required for Contractor's convenience.
  5. Provide to testing entity the preliminary design mix proposed for concrete, and other material mixes that require testing by the testing laboratory.

B. Testing Entity's Responsibilities:

1. Cooperate with Contractor and Engineer and provide qualified personnel promptly when notified.
2. Perform specified inspections, sampling, and testing of materials and methods of construction; comply with applicable standards; ascertain compliance with requirements of the Contract Documents.
3. Promptly notify Engineer and Contractor of irregularities or deficiencies in the Work observed during performance of services.
4. Submit specified quantity of report copies of inspections and tests to Contractor and Engineer.
5. Perform additional tests and services as required to ensure compliance with the Contract Documents.

C. Report Requirements:

1. Electronic Submittal of testing reports.
2. Include the following information:
  - a. Date issued.
  - b. Project title, number, and name of the Site.

- c. Testing laboratory name and address.
- d. Name and signature of inspector or person obtaining samples.
- e. Date of inspection or sampling.
- f. Record of temperature and weather.
- g. Date of test.
- h. Identification of material or product tested, and associated Specification Section.
- i. Location in the Project.
- j. Type of inspection or test.
- k. Results of tests and observations regarding compliance with the Contract Documents.

### **1.03 SUBMITTALS**

- A. Submit copies of material and product test reports where required by the Contract Documents and as requested by Engineer.
- B. Quality Assurance Submittals:
  - 1. Qualifications statement indicating experience and facilities for tests required under the Contract Documents.
  - 2. Copy of report of inspection of facilities during most recent NIST inspection tour. Include memorandum of remedies of deficiencies reported during inspection.
  - 3. Copy of certificate of calibration for each instrument or measuring device proposed for use, by accredited calibration agency.

### **1.04 QUALIFICATIONS**

- A. Comply with applicable requirements of ASTM E329, Specification for Agencies Engaged in Construction Inspection and/or Testing.
- B. Laboratory shall be authorized to operate in the same state as the Site. Where applicable, laboratory shall be certified by the authority having jurisdiction for the types of testing required.
- C. Testing equipment used by laboratory will be calibrated at maximum twelve month intervals by devices of accuracy traceable to either NIST's Standard

Reference Materials (SRM), ISO 17025, General Requirements for the Competence of Testing and Calibration Laboratories, or certified by state or local bureau of weights and measures, or values of natural physical constants generally accepted in the engineering and scientific community.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 51 00**  
**TEMPORARY UTILITIES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall provide temporary utilities required for the Project and to complete the Work.
1. Make arrangements with utility service companies for temporary services and obtain required permits and approvals for temporary utilities.
  2. Pay utility service costs, including connection fees, required for the Work as needed.
  3. Continuously maintain adequate utilities for all purposes during the Project, until removal of temporary utilities and temporary facilities. At minimum, provide and maintain temporary utilities through Substantial Completion and removal of temporary field offices and sheds.
  4. Should Owner occupy part of the Project prior to Substantial Completion of the entire Work, cost of utilities consumed via temporary utilities serving the portion occupied by Owner will be shared proportionately between Owner and Contractor as mutually agreed to by the parties.
  5. Maintain, including cleaning, temporary utilities and continuously provide consumables as required.
  6. Temporary utilities and temporary facilities shall be adequate for personnel using the Site and requirements of Project.
  7. Provide temporary utilities and temporary facilities in compliance with Laws and Regulations and, when applicable, requirements of utility owners.
- B. Provide the following temporary utilities:
1. Electricity and lighting.
  2. Telephone and communications.
  3. Heating.
  4. Sanitary facilities.
  5. Water service.

6. First-aid facilities.
7. Fire protection.

## **1.02 ADMINISTRATIVE REQUIREMENTS**

### **A. Use of Owner's System:**

1. Existing Utility Systems: Do not use systems in existing buildings or structures for temporary utilities without Owner's written permission and mutually acceptable basis agreed upon by the parties for proportionate sharing of costs between Owner and Contractor.
2. Use of Permanent Utility Systems Provided Under the Project:
  - a. Permanent lighting, water, heating, ventilating, and fire protection systems and first-aid facilities may be used to provide temporary utilities and temporary facilities if the following are met:
    - 1) Obtain Owner's written permission to use permanent systems.
    - 2) Permanent systems to be used for temporary utilities or temporary facilities shall have achieved Substantial Completion, including complete functionality of all controls.
    - 3) Contractor shall pay all costs while using permanent system, including operation, maintenance, replacement of consumables, and provide replacement parts.
  - b. Do not use the following permanent facilities:
    - 1) Telephone and communication facilities.
    - 2) Sanitary facilities.

## **1.03 SYSTEM DESCRIPTION**

### **A. Electricity and lighting:**

1. Contractor shall provide electrical and lighting service for construction field offices, sheds, storage containers, etc. and as required for the Work.
2. General 120/240 V service requirements:
  - a. Contractor shall provide 120/240 V, single phase, 3-wire temporary system for small power requirements and general lighting.



- b. Contractor shall provide main disconnect, overcurrent protection, meter outlet, branch circuit breakers, and wiring for temporary service to the Contractor's field office service connections. Contractor shall provide equipment and appurtenances in accordance with electricity service provider and applicable standards and codes
    - c. Contractor shall register the 120/240 V electrical service meter in the Contractor's name and shall be responsible for electrical charges at no additional cost to the Owner.
    - d. Contractor shall provide electrical service other than 120/240 V, single phase, 3-wire service as required for the Work at the Contractor's own expense.
  3. General lighting requirements:
    - a. Contractor shall provide a minimum of 10 foot candles for enclosed and partially enclosed structures for performing the Work.
    - b. Contractor shall provide a night lighting circuit for security. Light intensity shall be a minimum of 2 foot candles.
  4. Contractor shall energize the electrical system 15-minutes prior to and following regular work day hours at the Site. Required from Monday through Friday, all inclusive.
  5. Contractor shall energize the night lighting system at end of typical working day and de-energize at start of typical working day. System shall be continuously energized on Saturdays, Sundays, and holidays.
  6. Contractor shall provide an independent grounding cable connected directly to the structure, building, and equipment for erection and fabrication by electrical welders. Grounding by adjacent conduit, piping, etc. shall be prohibited at the Site.
  7. Contractor shall coordinate usage of temporary electrical system with Subcontractors, Suppliers, and Owner including the following:
    - a. Usage is suitable for 120V, single phase, 60 Hz operation with a maximum operating input of 1,500 volt-amperes.
    - b. One unit connected to a single outlet.
    - c. Restrict usage in case of overloading circuits to correct loading.

- B. Telephone and communications: Contractor shall provide temporary telephone and communications required for its operations at the Site and for summoning emergency medical assistance.
- C. Heating:
1. Contractor shall provide temporary heating, ventilation coverings and enclosures necessary to protect the Work and materials against wetness and temperature damage, to dry out the Work, and to facilitate the Work in structures.
  2. Equipment, fuel, materials, personnel and methods used shall be adequate to maintain critical installation temperatures and ventilation of Work at all times in areas where necessary to perform the Work.
  3. Enclosed structures shall have a minimum temperature of 50°F, unless otherwise specified, where Work is performed.
  4. Contractor shall provide sufficient heat to maintain a minimum temperature of 65°F before and during application of interior finishing, painting, coating, etc.
  5. Contractor shall replace any Work damaged by dampness or insufficient/abnormal heating at no cost to the Owner.
- D. Sanitary facilities:
1. Contractor shall provide suitably-enclosed chemical or self-contained toilets for Contractor's employees and visitors to the Site. Location of temporary toilets shall be acceptable to Owner and screened from public observation.
  2. Facilities shall be maintained and provided in accordance with State Labor Regulations and local ordinances. Contents shall be removed and disposed in accordance with local and state regulations as required.
  3. Contractor shall be prohibited from committing nuisances within, on, or in the vicinity of the Site.
- E. Water service:
1. Contractor shall provide temporary water service for the Work including for construction purposes, sanitary facilities, fire protection, field office, and cleaning purposes.
  2. Contractor shall provide potable water for Contractor's personnel either by portable containers or drinking fountains.

3. Contractor shall provide temporary hose bibs, hoses, and watertight barrels for the distribution of water.
  4. Contractor shall provide freeze protection for water service.
- F. First-aid facilities:
1. Contractor shall provide temporary first-aid stations at or immediately adjacent to the Site's major work areas. Contractor shall provide temporary first-aid stations inside its temporary field office. Locations of first-aid stations shall be determined by Contractor's safety representative.
  2. Contractor shall provide list of emergency telephone numbers at each hardwired telephone at the Site. List shall be in accordance with the list of emergency contact information required in Section 01 31 19 – Project Meetings.
- G. Fire protection:
1. Contractor shall comply with NFPA 241, Safeguarding Building Construction, Alteration, and Demolition Operations, and requirements of fire marshals and authorities having jurisdiction at the Site.
  2. Contractor shall provide temporary fire exits, fire extinguishers, hoses and safety devices as required by authorities having jurisdiction.
  3. Contractor shall notify Engineer, Owner, and fire marshals in the event of fire at the Site including, but not limited to, fuel tanks and similar hazardous utilities and devices. Contractor shall cooperate with Owner of fuel tank and utilities to prevent occurrence of fire or explosion.
  4. Contractor shall perform safety precautions and comply with fire marshal's instructions in the event of fire.

## **PART 2 – PRODUCTS**

### **2.01 EQUIPMENT**

- A. Materials and equipment for temporary systems may be new or used but shall be adequate for purposes intended and shall not create unsafe conditions and shall comply with Laws and Regulations.
- B. Provide required materials, equipment, and facilities, including piping, wiring, and controls.

- C. Electrical system requirements: System shall consist of wiring, switches, insulated supports, poles, fixtures, sockets, receptacles, lamps, guards, cutouts and fuses as required for completion of the Work.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. Install temporary facilities in neat, orderly, manner, and make structurally, mechanically, and electrically sound throughout.
- B. Location of Temporary Utilities and Temporary Facilities:
  - 1. Locate temporary systems for proper function and service.
  - 2. Temporary systems shall not interfere with or provide hazards or nuisances to the Work under this and other contracts, movement of personnel, traffic areas, materials handling, hoisting systems, storage areas, finishes, and work of utility companies.
  - 3. Do not install temporary utilities on the ground, with the exception of temporary extension cords, hoses, and similar systems in place for short durations.
- C. Modify and extend temporary systems as required by progress of the Work.

### **3.02 MAINTENANCE**

- A. Maintain temporary systems to provide safe, continuous service as required.
- B. Properly supervise operation of temporary systems:
  - 1. Enforce compliance with Laws and Regulations.
  - 2. Enforce safe practices.
  - 3. Prevent abuse of services.
  - 4. Prevent nuisances and hazards caused by temporary systems and their use.
  - 5. Prevent damage to finishes.
  - 6. Ensure that temporary systems and equipment do not interrupt continuous progress of construction.

- C. At end of each work day, check temporary systems and verify that sufficient consumables are available to maintain operation until work is resumed at the Site. Provide additional consumables if the supply on hand is insufficient.
- D. Contractor shall replace broken and burned out lamps, blown fuses, and damaged wiring and appurtenances as required to maintain adequate and safe operating conditions.
- E. Contractor shall permit subcontractors and others at a mutually agreed arrangement to use temporary electrical system that meet the following requirements:
  - 1. Equipment are suitable for 120 V, single phase, 60 Hz operation.
  - 2. Operating input does not exceed 1,500 volt-amperes.
  - 3. Single piece of equipment connected to one outlet.
  - 4. Contractor shall restrict use of equipment as required to prevent overloading circuits.

### **3.03 CLOSEOUT ACTIVITES**

- A. Completely remove temporary utilities, facilities, equipment, and materials when no longer required. Repair damage caused by temporary systems and their removal and restore the Site to condition required by the Contract Documents; if restoration of damaged areas is not specified, restore to preconstruction condition.
- B. Contractor is responsible for and shall return to original condition those portions of permanent electric system used in completing the Work.
- C. Where temporary utilities are disconnected from existing utility, provide suitable, watertight or gastight (as applicable) cap or blind flange, as applicable, on service line, in accordance with requirements of utility owner.
- D. When permanent utilities and systems that were used for temporary utilities, upon Substantial Completion replace all consumables such as filters and light bulbs and parts used during the Work.

**END OF SECTION**

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**SECTION 01 55 00**  
**CONTRACTOR ACCESS AND PARKING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Contractor shall provide and maintain temporary laydown and employee parking areas and appurtenances required during the Project for use by Contractor, other contractors employed on the Project, Owner's, and emergency vehicles, as shown on the Drawings.
2. Laydown and employee parking areas shall be designed and maintained by Contractor and shall be fully passable to vehicles in all weather conditions.

**1.02 ADMINISTRATIVE REQUIREMENTS**

A. Easement agreements shall specify terms and conditions of use and provisions for Site restoration. Contractor parking areas:

1. Contractor employee vehicles shall park in area(s) designated by Owner or as shown on the Drawings.
2. Contractor shall construct and maintain parking area at the Site.

B. State and local regulations:

1. Contractors shall obey traffic laws and comply with requirements, rules and regulations of the authorized entity (i.e. State Department of Transportation), including local authorities having jurisdiction, to maintain warning signs, lights, barriers, etc. for the protection of traffic on public roadways.

C. Site security:

1. Contractor shall safely guard all the Work, the Project, products, equipment, and property from loss, theft, damage, and vandalism until Substantial Completion. Contractor's duty includes safely guarding Owner's property in vicinity of the Work and Project, and other private property in the vicinity of the Project from injury and loss in connection with performance of the Project.
2. Employ watchmen as required to provide required security and prevent unauthorized entry.

3. Costs for security required under this Section shall be paid by Contractor.
4. Make no claim against Owner for damage resulting from trespass.
5. Pay full compensation for, or repair or replace, damage to property of Owner and others arising from failure to furnish adequate security.
6. Security requirements specified in the Section shall begin as soon as the contractor delivers materials to the Site and/or begins work, and shall continue until the date of Final Completion.
7. Procedures:
  - a. Contractor shall conform to Owner's security procedures and access restrictions at Site throughout entire Project.
  - b. Contractor, including Subcontractors and Suppliers, shall comply with the following:
    - 1) Parking: Do not park outside of designated Contractor parking area. Prepare and maintain parking area as required. Personal vehicles are not allowed outside Contractor parking area.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. Contractor shall determine if and where temporary fencing is necessary, unless existing security fencing is damaged, which will be determined by Engineer and Owner.
- B. Install temporary fencing used for site security in accordance with the Contract Documents and fence manufacturer's instructions. Provide temporary fencing for site security so that integrity of site security is maintained throughout the Project.
- C. Maintain temporary fencing. Repair damage to temporary fencing and replace fencing when required to maintain site security.
- D. Remove temporary fencing when permanent site security fencing is in place and fully functional, or when otherwise directed by Owner or Engineer.

## **END OF SECTION**



**SECTION 01 55 26**  
**TRAFFIC CONTROL**

**PART 1 – GENERAL**

**1.01 STREET SIGNS AND MARKERS AND ROUTE MARKERS**

- A. The Contractor shall move any existing street signs and markers and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.
- B. Near the completion of the project and when so directed by the Engineer, the Contractor shall move the signs and markers and install them in their proper location in regard to the finished pavement of the project.
- C. Any signs or markers which cannot be relocated due to lack of right-of-way, or any signs and markers which will no longer be applicable after the construction of the project, shall be stockpiled at locations directed by the Engineer for removal by others.
- D. The Contractor will be responsible to the Owner for any damage to any street signs and markers or route markers during the above described operations.
- E. No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work will be considered incidental.

**PART 2 – MATERIALS**

**2.01 CONSTRUCTION TRAFFIC CONTROL DEVICES**

- A. Description - The work covered by this Section consists of furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Drawings, Specifications, MUTCD, or as directed by the Engineer. The MUTCD referred to in this provision shall be the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including all standard documents referred to in the second paragraph of Section 1A-7 of the MUTCD. The current edition shall be the edition current on the date of advertisement for the Project. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise required by the Contract. Traffic control devices shall include, but not be limited to signs, non-metallic drums, barricades, cones, delineators, temporary guardrail, temporary pavement marking, raised reflective pavement markers, flaggers and pilot vehicles, as required.

- B. Materials - General - Unless otherwise required, materials used in the fabrication and installation of construction traffic control devices shall be in accordance with the applicable provision of the MUTCD. When traffic control devices are no longer required for traffic handling in the initial phase of construction requiring their use, they may be reused at various locations throughout the project provided the device is not defaced, is structurally sound, clean, and otherwise conforms to the above requirements.
- C. Traffic control devices which do not meet the requirements of this Section shall not be used; and, when during the life of a project, a device ceases to meet the requirements of this Section it shall be promptly removed and replaced with a conforming device at no additional compensation. The Engineer shall have the authority to determine the acceptability of the traffic control devices.
- D. Construction Methods - General - Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only as long as they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.
- E. The location, legends, sheeting, dimensions, number of supports, and horizontal and vertical placement of warning signs, barricades, and other traffic control devices shall be as required by the Drawings or the MUTCD or as directed by the Engineer. The Contractor may submit for the Engineer's consideration a method for handling traffic other than as shown on the Drawings. The alternate traffic handling plans shall not be used until they are approved by the Engineer in writing. During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be exterior plywood and shall cover the entire face of the sign panel. The covering material shall be installed in such a manner that the sign panel will not be defaced. Covering material shall be maintained in a neat and workmanlike manner during its use.
- F. Weeds, brush, trees, construction materials, equipment, etc., shall not be allowed to obscure any traffic control device in use.
- G. If cones are used for delineation at night, each cone shall have any appropriate white reflectorized cone collar as detailed on the Drawings, or as directed by the Engineer.
- H. Competent and properly trained flaggers, properly attired and equipped, shall be provided as shown on the Drawings, when directed by the Engineer, or when the Contractor deems it necessary to safely handle traffic through the construction area.
- I. The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices. Maintenance shall include repair and replacement of traffic control devices

which, in the opinion of the Engineer, are damaged by traffic or other means, or deteriorated beyond effectiveness. Conditions covered under maintenance shall include but not be limited to replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established.

- J. The Contractor shall continuously review and maintain all traffic handling measures to assure that adequate provisions have been made for the safety of the public and workers.

## **2.02 STATIONARY CONSTRUCTION SIGNS**

- A. Description - The work covered by this Section consists of furnishing, erecting, relocating, maintaining, and removing stationary signs necessary for controlling traffic.
- B. Materials - Reflective sheeting shall be used on all sign facing and shall meet the requirements of AASHTO M268. The reflective sheeting shall be enclosed lens (Engineers grade) sheeting and shall have a smooth, sealed outer surface which will display the same color both day and night. The reflective sheeting on each sign shall have a smooth appearance. The reflective sheeting shall be applied in a workmanlike manner so that there are no bubbles or wrinkles in the material.
  - 1. The Contractor shall furnish a material certification in accordance with GDOT Standard Specifications for all new and used reflective sheeting as required by the Engineer.
- C. Construction Methods - All work shall be in accordance with requirements of Section 2.01.

## **2.03 TYPE III BARRICADES**

- A. Description - The work covered by this Section consists of furnishing, erecting, maintaining, and removing Type III Barricades.
- B. Construction Methods - All work shall be in accordance with requirements of Section 2.01.

## **2.04 PORTABLE TEMPORARY TRAFFIC CONTROL DEVICES**

- A. Description - The work covered by this Section consists of furnishing erecting, relocating, maintaining, and removing portable temporary traffic control devices necessary for controlling traffic. Portable temporary traffic control devices shall include but not be limited to portable signs, non-metallic drums, barricades, cones, delineators, flaggers,

pilot vehicles, and any other traffic control device not covered by any other Sections included in this Contract.

- B. Portable Signs - Reflective sheeting shall be used on all sign facing and shall meet the requirement of AASHTO M268. The reflective sheeting shall be enclosed lens (Engineers grade) sheeting and shall have a smooth, sealed outer surface which will display the same color both day and night. The reflective sheeting on each sign shall have a smooth appearance. The reflective sheeting shall be applied in a workmanlike manner so that there are no bubbles or wrinkles in the material.
1. The Contractor shall furnish a material certification in accordance with GDOT Standard Specifications for all new and used reflective sheeting as required by the Engineer.
- C. Non-Metallic Drums - The drums shall be made of plastic impact resistant material. The drums shall have a two-piece, breakaway design that will maintain its integrity upon impact throughout a temperature range of  $-20^{\circ}\text{F}$  to  $125^{\circ}\text{F}$ . Upon impact the upper portion of the drum shall deform and breakaway from the base, minimizing damage to drums or vehicles. The base and ballast shall remain in position and vehicle shall easily pass over it.
1. The drums shall be designed to have two TYPE "A" or "C" light wells located on the top surface of the drums. The drums shall be designed with a top to completely seal the drums to prevent water from accumulating and freezing in the bottom of the drums. The base shall be designed to accommodate a sandbag of 40 lbs. to 60 lbs. A sandbag with 50 lbs. of sand shall be supplied with each drum.
  2. The drums shall have an assembled minimum height of 36", a minimum outside base diameter of 21", and a combined minimum weight of 12 lbs.
  3. The Contractor shall be required to furnish the Engineer a sample drum and its specifications for approval prior to the delivery of drums of the project.
  4. The markings on drums shall be horizontal, circumferential, orange and white stripes six to eight inches wide, covering entire outside. The entire area of orange and white shall be reflectorized with the enclosed lens (Engineers grade) sheeting, except for the corrugation area where a 2" non-reflectorized band will be allowed. There shall be at least two orange and two white stripes on each drum. Reflectorized material shall have a smooth, sealed outer surface which will display the same approximate color day and night. The reflective sheeting shall meet the requirement of AASHTO M268.
- D. Construction Methods - All work shall be in accordance with the requirements of Section 2.01.

## **2.05 FLASHING ARROW PANELS**

- A. Description - The work covered by this Section consists of furnishing, maintaining, moving, and relocating flashing arrow panels mounted on a trailer, truck, or other mobile unit, as shown on the Contract Drawings.
- B. Materials - The flashing arrow panels shall meet the requirements of the MUTCD (Section 6E) for a Type A panel.
- C. Construction Methods - All work shall be in accordance with the requirements of Section 2.01.
- D. During periods of times that traffic is shifted from its normal pattern, a mobile flashing arrow panel shall be used at locations shown on the Drawings or at locations directed by the Engineer.

## **PART 3 – PAYMENT**

### **3.01 GENERAL DESCRIPTION**

- A. Traffic Control is considered incidental to the Work, and payment shall be included in the Lump Sum price.

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**SECTION 01 57 00**  
**TEMPORARY CONTROLS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall provide and maintain methods, equipment, and temporary construction as required to control environmental conditions at the Site and adjacent areas.
- B. Maintain controls until no longer required.
- C. Temporary controls include, but are not limited to, the following:
  - 1. Dust control.
  - 2. Noise controls.
  - 3. Pest and rodent control.
  - 4. Pollution control.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.01 DUST CONTROL**

- A. Contractor shall take measures to control dust from Contractor's operations, and prevent spillage of excavated materials on public roads.
- B. Contractor shall remove spillage of excavated materials, debris and dust from public roads by methods approved by Engineer.
- C. Contractor shall provide temporary dust-proof partitions where required to protect unaltered portions of existing structures and facilities and as directed by Engineer or Owner. Temporary partitions shall be provided where demolition Work is required, to protect equipment and material, and shall consist of the following:
  - 1. Wood studs with plywood on both sides and extend from floor to ceiling.
  - 2. Closure plate at floor and ceiling.
  - 3. One door (minimum) with hardware.

- D. Contractor shall refer to applicable sections of local and state regulatory on dust control for additional guidance.
  - 1. Contractor shall apply water at locations, quantities, and frequencies required by Engineer to control dust for nuisance prevention to Owner, Engineer, and properties in the vicinity of the Site.
  - 2. Dust control and cleaning measures shall be provided at no additional cost to the Owner.

### **3.02 NOISE CONTROL**

- A. Contractor's vehicles and equipment shall minimize noise emissions to greatest degree practicable. Provide mufflers, silencers, and sound barriers when necessary.
- B. Noise levels shall comply with Laws and Regulations, including OSHA requirements and local ordinances.
- C. Noise emissions shall not interfere with the work of Owner or others.

### **3.03 PEST AND RODENT CONTROL**

- A. Provide rodent and pest control as required to prevent infestation of the Site and storage areas.
- B. Employ methods and use materials that do not adversely affect conditions at the Site or on adjoining properties.
- C. In accordance with laws and regulations, promptly and properly dispose of pests and rodents trapped or otherwise controlled.

### **3.04 POLLUTION CONTROL**

- A. General:
  - 1. Provide means, methods, and facilities required to prevent contamination of soil, water, and atmosphere caused by discharge of noxious substances from construction operations.
  - 2. Equipment used during construction shall comply with Laws and Regulations.
- B. Spills and Contamination:
  - 1. Provide equipment and personnel to perform emergency measures required to contain spills and to remove contaminated soils and liquids.



2. Excavate contaminated material and properly dispose of off-site, and replace with suitable compacted fill and topsoil.
- C. Protection of Surface Waters: Implement special measures to prevent harmful substances from entering surface waters. Prevent disposal of wastes, effluents, chemicals, and other such substances in or adjacent to surface waters and open drainage routes, in sanitary sewers, or in storm sewers.
- D. Atmospheric Pollutants:
1. Provide systems for controlling atmospheric pollutants related to the Work.
  2. Prevent toxic concentrations of chemicals and vapors.
  3. Prevent harmful dispersal of pollutants into atmosphere.
- E. Solid Waste:
1. Provide systems for controlling and managing solid waste related to the Work.
  2. Prevent solid waste from becoming airborne, and from discharging to surface waters and drainage routes.
  3. Properly handle and dispose of solid waste.

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**SECTION 01 57 40**  
**TEMPORARY PUMPING SYSTEMS**

**PART 1 – GENERAL**

**1.01 THE REQUIREMENT**

- A. Furnishing, installing, testing, operating, and maintaining temporary pumping systems.
- B. The temporary pumping system contractor shall also provide 5 references for projects that have been successfully completed in the last 5 years with firm capacities equal to or greater than that specified herein. The reference information shall include contact information for the Owner and the Contractor that the temporary pumping system contractor provided the services for. The number and size of the pumps; the size and length of the force mains and the duration of the temporary pumping system service shall also be included with the reference contact information. All the reference materials shall be submitted prior to any bypass pumping submittals. Contractors may submit this information prior to bidding if there is any concern of eligibility.
- C. Equipment shall be provided in accordance with the requirements of Section 46 00 00 – Equipment General Provisions.
- D. Provide all materials, labor, equipment, power, maintenance, associated items and superintendence to implement temporary pumping systems for diverting flow as required to maintain continuous operation of existing facilities during construction. Section 01 14 00 – Coordination with Owner’s Operations identifies specified outages that may require temporary pumping. Provide all additional temporary pumping systems needed using Contractor’s means and methods at no additional cost to Owner.

**1.02 DEFINITIONS**

- A. Bypass Pumping System: The bypass pumping system shall consist of all equipment, piping, valves, plugs, power supply, instrumentation, controls, and lines and other appurtenances required to divert flows from the facilities being rehabilitated to the discharge location illustrated on the drawings. The bypass pumping system shall be comprised of pumping setups in addition to all bypass piping necessary for bypass pumping. Temporary and bypass pumping systems are terms used to describe the same facilities in this specification. Temporary bypass pumping system contractor and supplier also have the same meaning in this specification.
- B. Bypass Pipe: The bypass pipe shall consist of the pipe, valves and other appurtenances including, but not limited to, air relief valves and dewatering connections. The bypass pipe includes both the suction and discharge pipe for each bypass pump setup.

- C. Primary Pump(s): The primary pump(s) is/are the main pump(s) located at each setup. The primary pump(s) shall be capable of pumping the peak flow, be connected to the bypass pipe, be isolated with valves, and be complete with power supplies.
- D. Backup Pump(s): The backup pump(s) is/are located at each primary setup. The backup pump(s) shall be capable of pumping peak flow, be operational, be connected to the bypass pipe, be isolated with valves, and be complete with power supplies.
- E. Standby Pump(s): The standby pump(s) shall be located within 30 minutes of the project site. The standby pump(s) shall be capable of pumping the peak flow and be able to be connected to the bypass pipe at each setup. The standby pump(s) shall have the capacity of the largest pump at each location.
- F. Discharge Connection: The discharge connection is where the pumped flow exits the bypass pipe and flows onward into a gravity system or force main.
- G. Interruption in Operations: Any activity that will result in a change in the current method of operation of an existing facility being bypassed. Contractor shall request such "interruption of operations" from the Owner in writing no less than two (2) weeks in advance with a subsequent written confirmation of date and time forty-eight (48) hours in advance of the "interruption of operations". Owner may reject the request if the change will increase project costs or negatively impact the operation of any existing facilities.
- H. Partial Utilization, Substantial Completion, and Warranty Period for Items in Continuous Service: Refer to the Contract Documents for definition.
- I. The terms "open, close, start, stop, operate, verify, energize, de-energize, transfer, switchover, etc." when used in conjunction with equipment that is in service or about to be placed in service are understood to mean: The Owner's operation or maintenance staff shall perform the operation upon written request from the Contractor.
- J. Operational Test: The period of specified duration that the installed system is tested to verify operational integrity of a system prior to placing the system in service. Operational testing requires that representatives of the equipment manufacturers be on site for timely identification and resolution of system issues.
- K. Firm Capacity: Shall be the capacity of the bypass pumping system with the largest pump included in the system out of service.
- L. Cycling Pump Control: Shall mean the use of starting and stopping of single speed and output pumps to achieve the bypass pumping requirements.
- M. Variable Pump Control: Utilizes variable speed and output pumps in the design of the system to try and match the output of the system with the variable flow conditions of the application.

### **1.03 REFERENCES**

- A. Publications are referred to in the text by basic designation only.
  - 1. American Society for Testing and Materials (ASTM)
    - a. D1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
    - b. D2657 Heat Fusion Joining of Polyolefin Pipe and Fittings
    - c. D3261 Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing

**1.04 PERFORMANCE REQUIREMENTS**

- A. Design the installation and operation of temporary pumping systems in accordance with Federal, State or Commonwealth, and Local Municipality Laws and Regulations, including local noise and light ordinances.
- B. The temporary pumping system shall be designed by the Contractor and provide uninterrupted service throughout construction.
- C. For all bypass pump arrangements, multiple pumps are necessary.
  - 1. One backup pump for each size pump utilized shall be installed at each bypass pump location, ready for use in the event of primary pump failure.
  - 2. One standby pump shall be required for each system. If the standby pump is placed in operation, an additional standby pump shall be delivered to the bypass pumping site within four hours.
  - 3. The backup pump shall be piped into the suction and discharge headers and shall have the capability of being brought online in the piping system by operating installed isolation valves.
- D. The system shall be designed to pump the following flows:

Location	Firm Capacity Required (gpm)	Annual Average Flow (gpm)	Minimum Flow (gpm)	Variable flow or cycling pump controls
Ex MH 1 (Existing Lift Station influent MH) to MH a2	600	150	0	Cycling

- E. The temporary pumping system must be monitored continuously (24 hours per day, 7 days per week) during operation by a representative of the Contractor trained and certified by the pump supplier.
- F. Temporary pumping systems shall be equipped with noise reduction features that limit the noise output to 65 db[A] within 50 feet of the equipment or to 60 db[A] at the nearest

property line, whichever is less. Diesel-driven engines shall be equipped with critical-rated mufflers.

- G. Provide pressure and vacuum gauges on the suction and discharge headers.
- H. Provide level controls to start and stop the pumps. Each pump shall be equipped with a separate control panel.

#### **1.05 SUBMITTALS**

- A. Bypass Pumping Plan: The Contractor shall submit to the Engineer for review and approval detailed drawings and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing flows. The plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No temporary pumping shall begin until all provisions and requirements have been reviewed and approved by the Engineer.
- B. All the descriptive terms used in the presentation of the plan shall be as defined in this specification. No other terms with similar meaning shall be used to prevent miscommunication of the prescribed plan.
- C. Submit a specific detailed description of each proposed temporary pumping system at least 30 days prior to intended use. The submittal shall include, but not be limited to, the following:
  - 1. A written description of the plan.
  - 2. Quantity, capacity, dimensions and location of all pumping equipment.
  - 3. Pump performance curves and head capacity curves demonstrating the capability to meet all required flows.
  - 4. Pump net positive suction head required (NPSH<sub>r</sub>) curves demonstrating the net positive suction head available (NPSH<sub>a</sub>) exceeds the NPSH<sub>r</sub> by an acceptable margin defined by the manufacturer of the supplied pump.
  - 5. Pump power curves demonstrating the temporary power system is adequately sized for pump startup and operation.
  - 6. Pump diesel engine sizing, dimensions, emissions data, and location plan.
  - 7. Diesel engine fuel-consumption curves.
  - 8. Fuel storage tank details, including spill containment.

9. The size, type and routing of all suction and discharge pipe and the means of connecting the system.
  10. Calculations of static lift, frictional losses, all pipe velocities, total dynamic head (TDH) requirements, and net positive suction head available (NPSH<sub>a</sub>).
  11. Existing facility plugging or bulkheading plan, including type, location and manufacturer of plugs with emergency release procedures.
  12. Thrust and restraint block sizes and locations, if necessary.
  13. Any temporary pipe supports, location, and anchoring requirements.
  14. Description of controls, monitoring, mode of operation, sequence of starting and stopping pumps, and emergency power source.
  15. Method of noise control for each pump and/or generator for all operations.
  16. Show force main pipe material and thickness can withstand all normal operating and surge pressures with a safety factor of 2.0.
  17. Denote any conditions that will cause pumps to lose suction lift (prime) and describe procedures to rectify.
  18. Show that the emergency switchover from primary to secondary pumping will be automatic should equipment fail.
  19. Show emergency plan to be used if flooding occurs at work site.
  20. Show suction and discharge piping is protected from possible damage from varying flood levels and construction activities.
  21. Show any planned shifting of bypass equipment during construction.
  22. Complete information on instruments, including calibration certificates.
  23. Qualifications of pump supplier on-site operators.
  24. Emergency contact telephone numbers.
- D. The plan must be signed and sealed by a Professional Engineer registered in the State or Commonwealth where the system will be installed and operated.
- E. Sequence of Construction Plan: Furnish in accordance with Section 01 33 00 – Submittal Procedures and Section 01 14 00 – Coordination with Owner’s Operations.
1. Contractors Sequence of Construction defining work to be performed, including the following items:

- a. Definition of the start date, duration, and end date
- b. Define activities to be performed by or witnessed by the Owner and date on which these activities are to be performed.
- c. Scheduling/timing of manufacturers field services required to train all personnel that will be responsible for the operation of the bypass system and to verify that all system components are installed as recommended by the manufacturer.

## **1.06 SPECIAL PRECAUTIONS AND LIABILITIES**

- A. Contractor is responsible for fines levied on Owner by state/commonwealth, federal, and/or other agencies due to spills caused by failure of temporary pumping systems. The Contractor shall also be responsible for repairing any damage to existing facilities including erosion of soils or contamination caused by a spill that is a direct result of the bypass pumping system failure. The cost of all repair and the immediate action required to facilitate the repairs are also the responsibility of the Contractor. This liability is limited to the firm capacity of the bypass pumping system as defined by this specification.
- B. The Owner is not responsible for any damage to the bypass pumping system under any circumstance. The bypass pumping system supplier by submitting a design for approval accepts that temporary pumping facilities for collection and treatment facilities have unknown materials and debris in them and that any damage to any of the bypass pumping equipment due to unknown materials are the responsibility of the supplier. It shall be the responsibility of the supplier to take precautions as deemed necessary by the supplier against any and all materials that may be present in the liquid pumped by the system to prevent damage to the equipment and to prevent failures that may cause a spill.
- C. Provide barriers in all locations where temporary pumps, pipe and other accessories are in roadways, driveways, and other vehicle-accessed areas.
- D. When overnight pumping is necessary, provide security fencing for all temporary pumps when not located within a secured area to prevent tampering.

## **PART 2 – PRODUCTS**

### **2.01 PUMPS**

- A. The pumps and drives shall be rated for continuous duty and shall be capable of pumping the required flow ranges without surging, cavitation, or vibration. Pumps shall not overload drives at any point on the pump operating curve.
- B. Pumps shall be suitable for the service specified and the debris contained within it.
- C. Pumps shall be self-contained units designed for temporary use.



- D. Pumps shall have fully automatic self-priming units that do not require the use of foot-valves, vacuum pumps, or diaphragm pumps in the priming system, or they shall be submersible.
- E. All pumps must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of flows.
- F. Provide the necessary start/stop/variable speed and level controls for each pump.
- G. The primary pumps shall be diesel powered.
  - 1. Contractor shall be responsible for providing and storing a sufficient quantity of diesel fuel on site to continually operate the pumps for the duration of the temporary bypass pumping period. If this is impractical for industry available fuel storage devices, a refueling plan shall be developed and submitted as part of the bypass pumping submittal. There shall be no excuses for not providing fuel to the bypass pumping system including any natural disaster or weather event. Once started the Contractor shall provide fuel until all work is complete and bypass pumping is no longer needed. Diesel-powered pumps shall have adequate fuel storage capacity to operate continuously for 24 hours without refueling.
  - 2. Contractor shall check the pump fuel levels and shall refill the tanks to full capacity at a frequency based on fuel consumption but not less than daily. Fuel deliveries shall only be made during normal daytime working hours.
  - 3. Each pump and drive shall be rated for continuous duty operation over the specified range of conditions without cavitating or overheating, and without excessive vibration or noise. In addition, each pump and drive shall be rated to operate intermittently at shutoff head against a closed discharge valve for periods of not less than 5 minutes without excessive cavitation, overheating, or vibration.
  - 4. Furnish each pump with the necessary stop/start controls.
  - 5. Contractor will not be permitted to stop or impede the main flows under any circumstances except as otherwise defined under the Sequence of Construction and in Section 01 14 00 – Coordination with Owner’s Operations.

## **2.02 PIPE**

- A. In order to prevent accidental spillage, all temporary pipe must be constructed of rigid or semi-rigid pipe with positive, leak proof connections. All pipe materials and joints for temporary pipe systems must be High Density Black Polyethylene Pipe - ANSI/ASTM D1248, butt heat fusion type joint fittings shall conform to ASTM D2657 and D3261. Flexible hose of any type shall not be permitted.
- B. Pump discharge piping shall be valved and manifolded so that pumped liquid can be conveyed to the dedicated discharge location. Provide check valves for each pump discharge. Air-relief valves shall be provided at high points in the discharge piping as

required. Air-relief valves shall expel air upon pipe filling, admit air upon pipe dewatering, and release small amounts of entrained air during operation. Air-relief valves shall be suitable with the specified service.

- C. Different pipe diameter sizes can be used, as long as the maximum discharge pipe velocity at the exit does not exceed 10 feet per second.
- D. The bypass system pipe shall be rated for at least 3 times the shut off head of the largest pump supplied in the system. The rating of the pipe with supporting calculations and pump curves shall be part of the bypass pumping system submittal.
- E. The bypass pumping supplier shall provide a plan for freeze protection of all exposed piping that may be subject to freezing. The method and materials of freeze prevention will be the responsibility of the temporary pumping system supplier. Damage or spills caused by freezing piping shall be the sole responsibility of the bypass pumping system supplier.

### **2.03 TEMPORARY PLUGS AND BULKHEADS**

- A. Provide temporary plugs and bulkheads, as required, for successful operation of the temporary pumping systems. Acceptable temporary plugs and bulkheads include inflatable dams specifically designed for such service, brick bulkheads, timer bulkheads, sandbags, and other bulkhead methods suitable for the specified service.
- B. Plugs shall be designed for the specific purpose of providing temporary plugging of active pipes. Each plug and temporary bulkhead shall be suitable for the maximum pressure encountered.
- C. All plugs shall be firmly attached to a stationary object at ground level by a cable in order to prevent loss of plugs in pipelines.
- D. Piping plugs shall be capable of accommodating the maximum allowable surcharge heads within the gravity system that may be experienced during construction. All plugs shall be designed with a minimum factor of safety of 1.5. Where temporary plugs and bulkheads are under pressure or surcharged, provide either two plugs or a plug and a temporary bulkhead.
- E. The plugs shall be readily removed from the system during emergency shutdowns and shall be operated pneumatically.

### **2.04 PIPE SUPPORTS**

- A. Pipe supports shall be provided for all pipe that is elevated above the ground.
- B. The design, construction and dismantling of all temporary pipe supports shall be the responsibility of the Contractor. All pipe supports shall be designed using the required building codes and regulations and accounting for all potential loads including flood water hydrostatic and flotation loads.

- C. All piping systems shall be designed to resist all forces associated with liquid pumping. The pipe and supports shall resist all of these forces or the Contractor shall provide supports, thrust blocks or any other facility required to prevent damage to the bypass pumping system.

## **2.05 ALARM SYSTEMS**

- A. The minimum acceptable alarm system shall consist of high-water float(s) and automatic dialer with a battery backup. The alarm system design shall be the responsibility of the bypass pumping system supplier. The alarm system must be capable of full operation in the absence of electrical power and must provide redundancy in case of alarm system component failure.
- B. The automatic dialer system shall be provided with either cellular or satellite phone as appropriate to provide reliable contact during any failures.

## **PART 3 – EXECUTION**

### **3.01 GENERAL**

- A. Install, operate and maintain temporary pumping systems and appurtenances, including but not limited to, associated pipe, valves, instrumentation, controls and accessories, in accordance with the manufacturer's instructions for each component and as required by the approved bypass pumping submittal.
- B. Provide all oil, fuel, grease, lubricants, tools and spare parts required for operation and maintenance of the temporary pumping systems for the duration of use. Spill containment around diesel-powered pumps, including filling operations, shall be provided per applicable regulations.
- C. Adequate hoisting equipment for each pump and accessory shall be maintained on Site.
- D. Temporary pumping systems shall remain operable until all components of new work requiring temporary pumping systems have successfully completed all required testing and have been accepted by the Owner.
- E. The design of the bypass pumping system must allow for prompt dewatering of the system during periods of non-use or if leakage occurs.
- F. The sewer system shall be returned to gravity flow during periods when bypass pumping is not necessary for the installation of work.
- G. The Contractor will not be permitted to stop or impede the sewer flow under any circumstances without having the primary setups operational.
- H. The Contractor shall be responsible for the provision of temporary fall-protection devices around all removed manhole covers, grating, openings, etc.

- I. The Contractor shall assemble a list of 24-hour emergency telephone numbers that shall include the Contractor's project manager, the Contractor's foreman, and a responsible representative from the pump supplier, and submit it to the Engineer for review and approval.

### **3.02 SITING OF FACILITIES**

- A. In all instances, unobstructed roadway access must be maintained as shown on the drawings. All driveways and connections to roadways must be kept clear.
- B. All suction piping shall be placed in the temporary wet well as required to complete the bypass pumping system installation.
- C. The discharge of the bypass pumping system shall be placed and designed in such a way to facilitate proper flow momentum on the direction of normal flow in the receiving facility structure.
- D. The bypass pumping contractor will be responsible for the design of the discharge piping and ensuring that no spills occur as a direct result of the design of the discharge.

### **3.03 PREPARATION**

- A. The Contractor is responsible for locating any existing utilities in the area selected for installation of the bypass pumps and pipelines. The Contractor shall minimize the disturbance to existing utilities and shall obtain approval from the Owner for any relocation of the bypass pipeline. All costs associated with the relocation of utilities and obtaining approvals shall be included in the contract price.
- B. During all bypass pumping operations, the Contractor shall protect the bypass pumping facilities and existing collection system from damage inflicted by equipment. The Contractor shall be responsible for all intentional or accidental physical damage to the bypass pumping system caused by human or mechanical failure or interference.
- C. During installation of the bypass pumping pipes, the Contractor shall make every effort to minimize the disruption of normal facility flows and pump station operation.
- D. The Contractor shall protect all mature vegetation and structures or other obstacles in the path of the pipeline from damage through use of shields and buffering devices. All private property that must be relocated to construct the work must be stored at a location acceptable to the property owner.
- E. In instances where fences must be disturbed for the construction of the pipeline, temporary fencing shall be required.
- F. The Contractor shall maintain sewer flow around the work area in a manner that will not cause surcharge or damage to tributary sewers and that will protect public and private property from damage.

- G. Temporarily burying the bypass piping may be required to provide access over the piping during operations. All fittings and costs associated with this temporary piping location shall be the responsibility of the Contractor. All locations where temporary burying of the pipe will be required shall be included in the bypass pumping system submittal. Rehabilitation and returning the area of temporary burying back to the original condition including paving or seeding or any other item removed to facilitate pipe installation shall also be the responsibility of the Contractor.

### **3.04 INSTALLATION AND REMOVAL**

- A. The Contractor shall pipe sections or make connections to the existing piping systems and construct temporary bypass pumping structures only at the access location and as may be required to provide an adequate suction conduit.
- B. The temporary bypass pumping system shall be tested before placing the system in operation. Testing periods shall occur only between the hours of 8:30 a.m. and 3:00 p.m., Monday through Thursday. Testing of bypass pumping system shall NOT be allowed Friday through Sunday, on the Owner's scheduled Holidays, or on the day immediately prior to an Owner's scheduled Holiday. In addition, testing of bypass pumping system shall only be performed during the Owner's normally scheduled work days. Testing shall include leakage testing, pressure testing, operational testing, and alarm testing.
- C. Leakage and pressure test: Contractor shall perform leakage and pressure testing for a minimum of two (2) hours on the pump duty suction piping and duty discharge piping in accordance with Article 3.05, Paragraph A. Contractor shall then remove the duty piping and shall install the standby suction piping and standby discharge piping and perform the same test for an additional two (2) hours.
- D. Operation test: Contractor shall operate the temporary bypass pumping system for as long as necessary, but no less than 8 hours, without failure to demonstrate reliable operation of the entire system, including but not limited to pumps and controls, to the satisfaction of the Owner.
- E. Plugging or blocking of flows shall incorporate primary and secondary plugging devices. When plugging or blocking is no longer needed for performance of the work, the plugs are to be removed in a manner that permits the flow to slowly return to normal without surge, surcharging, or causing other major disturbances upstream or downstream.
- F. The Contractor shall remove manhole sections or make connections to the existing gravity conveyance system and construct temporary bypass pumping structures only at the access locations indicated on the Contract Drawings and as may be required to provide adequate suction conduit.
- G. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public right of ways.

- H. Upon system removal, all wastewater must be discharged into the wastewater collection system and pipes flushed using potable water supplied by the Contractor.

### **3.05 QUALITY CONTROL AND MAINTENANCE**

- A. Testing: Contractor shall perform leakage and pressure tests of the bypass pump suction and discharge piping using potable or approved surface water prior to actual operation. Low pressure air test shall be conducted at a test pressure of 15 psi before any liquid is pumped to ensure the system is assembled correctly. The system will pass the low-pressure air test if it holds the test pressure for 2 hours. The Engineer shall be given 24 hours' notice prior to testing. The force main shall be tested to 1.5 times the normal working pressure of the system at the firm capacity specified and will be considered ready for service if the pressure is held for 2 hours. Surface water or potable water shall be supplied and used by the Contractor for this test.
- B. Once installation and testing of the temporary pumping systems are complete, a trained representative from the pump supplier shall inspect the installation and verify in writing that the installation is complete in all aspects and ready to run as intended on a continuous basis.
- C. Inspection: during operation of the temporary pumping system the Contractor shall inspect all components every two (2) hours to ensure that the system is working correctly and shall keep a written log of the system inspection results. Contractor shall inspect the bypass pumping fuel system a minimum of either one (1) time per day or as often as necessary to ensure full fuel tanks for the bypass pumps.
- D. Maintenance service: Contractor shall ensure that the temporary pumping system is properly maintained, and a responsible and competent mechanic/operator shall be on call at all times. The Contractor shall supply all necessary lubrication, fuel, and supplies necessary to maintain the entire installation.
- E. Besides the Owner and the Engineer, only employees of the Contractor or the system supplier are allowed on site.
- F. Someone with knowledge of the bypass pump system operation must arrive on site within one hour of any bypass pump start-up event. If the system must be operated continuously, then an operator that can troubleshoot failure and make repairs to the system must be on site while the system is in operation. The temporary pumping system must be monitored continuously (24 hours per day, 7 days per week) during operation by a representative of the Contractor trained and certified by the pump supplier.

### **3.06 SEQUENCE OF CONSTRUCTION**

- A. Contractor shall propose a Sequence of Construction incorporating all constraints detailed in this Section and shall secure concurrence of Owner prior to starting work. Contractor shall reference Section 01 14 00 – Coordination with Owner's Operations for sequences or constraints that may dictate operations or effect bypass pumping operations.

- B. The Contractor shall submit a construction plan and schedule, which details the methods, means, techniques, and sequences to be used to establish a base element of surety against a spill, to the Engineer for review and approval by the Owner as part of the bypass pumping system submittal. One month prior to connections being made to existing structures or pipes, a coordination meeting shall be held between the Contractor, Engineer, and Owner to discuss the construction plan previously submitted by the Contractor. A detailed schedule of all construction activities requiring bypass pumping system operations shall be delivered in the meeting with the intention of discussing all major milestones. No temporary pumping shall take place until after satisfactory completion of the coordination meeting.
  
- C. Schedule of construction, interconnection details, and other revisions necessary for proper interfacing of the Work are to be subsequently modified by Contractor accounting for results of said coordination meeting. The Engineer and Owner are to be notified one week prior to any actual interruptions or connections being made. No work shall be undertaken prior to securing Owner's approval of respective connection plan and work schedule.

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**SECTION 01 61 00**  
**PRODUCT REQUIREMENTS AND OPTIONS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Common requirements for products.
2. Contractor's options for selecting products.
3. Requirements for consideration of "or equal" products.
4. Warranty requirements of products.

**1.02 REFERENCES**

- A. Definitions: "Products" includes materials, equipment, machinery, components, fixtures, systems, and other goods incorporated in the Work. Products do not include machinery and equipment used for preparing, fabricating, conveying, erecting, or installing the Work. Products include Owner-furnished goods incorporated in the Work where use of such goods is specifically required in the Contract Documents.

**1.03 REQUIREMENT**

A. Common Products:

1. Provide products that have not been previously been incorporated into another project or facility unless otherwise indicated in the Contract Documents.
2. To the extent possible, provide products of the same generic kind from a single source.
3. Provide products complete with accessories, trim, finish, fasteners, and other items shown, indicated, or required for a complete installation for the indicated use and performance.
4. Standard Products: When available, and unless custom or nonstandard options are specified or indicated, provide standard products of types that have been produced and used successfully in similar situations on other projects.

5. Visual Matching: Where required in the Contract Documents, provide products that match referenced existing construction, approved mock-ups, or approved Sample, as determined by Engineer.
  6. Where the Contract Documents include the phrase “as selected” for product color, finish pattern, option, or similar phrase, provide products selected by Engineer as follows:
    - a. Standard Range: Where the Contract Documents include the phrase “standard range of colors, patterns, textures” or similar phrase, provide color, pattern, density, or texture selected by Engineer from manufacturer’s product line that does not include premium items.
    - b. Full Range: Where the Contract Documents include the phrase “full range of colors, patterns, textures” or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer’s entire product line, including standard and premium items.
- B. Product Compatibility:
1. Similar products by the same Supplier shall be compatible with each other, unless otherwise indicated in the Contract Documents or approved by Engineer.
  2. Provide products compatible with products previously selected or installed on the Project.
- C. Product Options:
1. For products specified only by reference standard or description, without reference to Supplier, provide products meeting that standard, by a Supplier or from a source that complies with the Contract Documents.
  2. For products specified by naming one or more products or Suppliers, provide the named products that comply with the Contract Documents, unless an “or equal” or substitute product is approved by Engineer.
  3. For products specified by naming one or more products or Suppliers and the term, “or equal”, when Contractor proposes a product or Supplier as an “or equal”, submit to Engineer a request for approval of an “or equal” product or Supplier.
  4. For products specified by naming only one product or manufacturer and followed by words indicating that no substitution is allowed, there is no option and no substitution will be allowed.

D. "Or Equal" Products:

1. For proposed products not named in the Contract Documents and considered as an "or equal" as defined in the General Conditions, Contractor shall request in writing Engineer's approval of the "or equal". Request for approval of an "or equal" product shall accompany the Shop Drawing or product data submittal for the proposed product and shall include:
  - a. Contractor's request that the proposed product be considered as an "or equal" in accordance with the General Conditions, accompanied by Contractor's certifications required in the General Conditions.
  - b. Documentation adequate to show that proposed product does not require extensive revisions to the Contract Documents, that proposed product is consistent with the Contract Documents, and that proposed product will produce results and performance required in the Contract Documents, and that proposed product is compatible with other portions of the Work.
  - c. Detailed comparison of significant qualities of proposed product with the products and manufacturers named in the Contract Documents. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements shown or indicated.
  - d. Evidence that proposed product manufacturer will furnish warranty equal to or better than specified, if any.
  - e. List of similar installations for completed projects with project names and addresses, and names and address of design professionals and owners, if requested.
  - f. Samples, if requested.
  - g. Other information requested by Engineer.

**1.04 WARRANTY**

- A. Warranties specified for products shall be in addition to, and run concurrent with, Contractor's general warranty and guarantee and requirements for the required correction period. Disclaimers and limitations in specific product warranties do not limit Contractor's general warranty and guarantee.
  1. Product manufacturer's warranty is preprinted written warranty published by product manufacturer and specifically endorsed by product manufacturer to Owner.

2. Special warranty is written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by product manufacturer's warranty or to provide increased rights to Owner.
  3. Special warranty information, if any, will be located in the Specification Section for that product.
- B. Requirements for Special Warranties: Provide written special warranty document that contains appropriate terms and identification, ready for execution by product manufacturer and Owner. Submit draft warranty with submittals required for product.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed by product manufacturer and other parties as appropriate.
  2. Specified Form: When specified forms are included in the Contract Documents, prepare written document, properly executed by product manufacturer and Owner, using appropriate form.
  3. Refer to Specifications for content and requirements for submitting special warranties.
- C. Submit product manufacturer's warranties and special warranties as submittals in accordance with Schedule of Submittals accepted by Engineer.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 65 00**  
**PRODUCT DELIVERY REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. General requirements for preparing for shipping, delivering, and handling materials and equipment.
2. Contractor shall make all arrangements for transporting, delivering, and handling of materials and equipment required for prosecution and completion of the Work.

**1.02 SUBMITTALS**

- A. Refer to individual Specification Sections for submittal requirements relative to delivery and handling materials and equipment.

**1.03 SHIPMENT REQUIREMENTS**

- A. When practical, factory-assemble materials and equipment. Match mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable, protective coating.
- B. Package materials and equipment to facilitate handling, and protect materials and equipment from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate the associated purchase order number, bill of lading number, contents by name, Owner's contract name and number, Contractor name, equipment number, and approximate weight. Include complete packing lists and bills of materials with each shipment.
- C. Protect materials and equipment from exposure to the elements and keep thoroughly dry and dust-free at all times. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Lubricate bearings and other items requiring lubrication in accordance with manufacturer's instructions.
- D. Advance Notice of Shipments:
1. Keep Engineer informed of delivery of all materials and equipment to be incorporated in the Work.

E. Do not ship materials and equipment until:

1. Related Shop Drawings, Samples, and other submittals have been approved or accepted (as applicable) by Engineer, including, but not necessarily limited to, Submittals associated with the materials and equipment being delivered.
2. Manufacturer's instructions for handling, storing, and installing the associated materials and equipment have been submitted to and accepted by Engineer in accordance with the Specifications.
3. Results of source quality control testing (factory testing), when required by the Contract Documents for the associated materials or equipment, have been reviewed and accepted by Engineer.
4. Facilities required for handling materials and equipment in accordance with manufacturer's instructions are in place and available.
5. Required storage facilities have been provided.

**1.04 DELIVERY REQUIREMENTS**

A. Scheduling and Timing of Deliveries:

1. Arrange deliveries of materials and equipment in accordance with the accepted Progress Schedule and in ample time to facilitate inspection prior to installation.
2. Schedule deliveries to minimize space required for and duration of storage of materials and equipment at the Site or delivery location, as applicable.
3. Coordinate deliveries to avoid conflicting with the Work and conditions at Site, and to accommodate the following:
  - a. Work of other contractors and Owner.
  - b. Storage space limitations.
  - c. Availability of equipment and personnel for handling materials and equipment.
  - d. Owner's use of premises.
4. Deliver materials and equipment to the Site during regular working hours.
5. Deliver materials and equipment to avoid delaying the Work and the Project, including work of other contractors, as applicable. Deliver anchor

system materials, including anchor bolts to be embedded in concrete or masonry, in ample time to avoid delaying the Work.

B. Deliveries:

1. Shipments shall be delivered with Contractor's name, Subcontractor's name (if applicable), Site name, Project name, and contract designation clearly marked.
2. Site may be listed as the "ship to" or "delivery" address; but Owner shall not be listed as recipient of shipment unless otherwise directed in writing by Engineer.
3. Provide Contractor's telephone number to shipper; do not provide Owner's telephone number.
4. Arrange for deliveries while Contractor's personnel are at the Site. Contractor shall receive and coordinate shipments upon delivery. Shipments delivered to the Site when Contractor is not present will be refused by Owner, and Contractor shall be responsible for the associated delays and additional costs, if incurred.

C. Containers and Marking:

1. Have materials and equipment delivered in manufacturer's original, unopened, labeled containers.
2. Clearly mark partial deliveries of component parts of materials and equipment to identify materials and equipment, to allow easy accumulation of parts, and to facilitate assembly.

D. Inspection of Deliveries:

1. Immediately upon delivery, Contractor shall inspect shipment to verify that:
  - a. Materials and equipment comply with the Contract Documents and approved or accepted (as applicable) submittals.
  - b. Quantities are correct.
  - c. Materials and equipment are undamaged.
  - d. Containers and packages are intact and labels are legible.
  - e. Materials and equipment are properly protected.
2. Promptly remove damaged materials and equipment from the Site and expedite delivery of new, undamaged materials and equipment, and

remedy incomplete or lost materials and equipment to furnish materials and equipment in accordance with the Contract Documents, to avoid delaying progress of the Work.

3. Advise Engineer in writing when damaged, incomplete, or defective materials and equipment are delivered, and advise Engineer of the associated impact on the Progress Schedule.

#### **1.05 HANDLING REQUIREMENTS**

- A. Provide equipment and personnel necessary to handle materials and equipment, including those furnished by Owner, by methods that prevent soiling or damaging materials and equipment and packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, and otherwise damaging materials and equipment and surrounding surfaces.
- C. Handle materials and equipment by methods that prevent bending and overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Handle materials and equipment in safe manner and as recommended by the manufacturer to prevent damage. Do not drop, roll, or skid materials and equipment off delivery vehicles or at other times during handling. Hand-carry or use suitable handling equipment.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 66 00**  
**PRODUCT STORAGE AND PROTECTION REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. General requirements of storing and protecting equipment and materials.

**1.02 STORAGE**

- A. Store and protect materials and equipment in accordance with manufacturer's recommendations and the Contract Documents.
- B. Contractor shall make all arrangements and provisions necessary for, and pay all costs for, storing materials and equipment. Construction equipment, and materials and equipment to be incorporated into the Work shall be placed to avoid injuring the Work and existing facilities and property, and so that free access is maintained at all times to all parts of the Work and to public utility installations in vicinity of the Work. Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to Owner, other contractors, public travel, and owners, tenants, and occupants of adjoining property. Arrange storage in manner to allow easy access for inspection.
- C. Areas available at the Site for storing materials and equipment are shown or indicated in the Contract Documents, or as approved by Engineer.
- D. Store materials and equipment to become Owner's property to facilitate their inspection and ensure preservation of quality and fitness of the Work, including proper protection against damage by freezing, moisture, and high ambient temperatures. Store in indoor, climate-controlled storage areas all materials and equipment subject to damage by moisture, humidity, heat, cold, and other elements, unless otherwise acceptable to Owner.
- E. Contractor shall be fully responsible for loss or damage (including theft) to stored materials and equipment.
- F. Do not open manufacturer's containers until time of installation, unless recommended by the manufacturer or otherwise specified in the Contract Documents.
- G. Do not store materials or equipment in structures being constructed unless approved by Engineer in writing.
- H. Do not use lawns or other private property for storage without written permission of the owner or other person in possession or control of such premises.

- I. Contractor shall not store unnecessary equipment and materials at the Site, and shall take care to prevent structures from being loaded with a weight that endanger its security and safety of persons.
- J. Stored equipment and materials shall not be placed within 10 feet of fire hydrants. Gutters, drainage channels and inlets shall be kept unobstructed at all times.

### **1.03 PROTECTION**

- A. Contractor shall provide temporary storage containers/facilities, if required, to protect equipment and materials at the Site.
- B. Equipment to be incorporated into the Work shall be boxed, crated, or otherwise completely enclosed and protected during shipping, handling, and storage, in accordance with Section 01 65 00 – Product Delivery Requirements.
- C. Store all materials and equipment off the ground (or floor) on raised supports such as skids or pallets.
- D. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Painted equipment surfaces that are damaged or marred shall be repainted in their entirety in accordance with equipment manufacturer and paint manufacturer requirements, to the satisfaction of Engineer.

### **1.04 SPECIFIC STORAGE REQUIREMENTS**

- A. Uncovered:
  - 1. The following types of materials may be stored outdoors without cover on supports so there is no contact with the ground:
    - a. Piping, except polyvinyl chloride (PVC) or chlorinated PVC (CPVC) pipe.
- B. Covered:
  - 1. The following materials and equipment may be stored outdoors on supports and completely covered with covering impervious to water:
    - a. Grout and mortar materials.
    - b. Rough lumber.
    - c. PVC and CPVC pipe.
  - 2. Tie down covers with rope, and slope covering to prevent accumulation of water.

C. Fully Protected:

1. Store all material and equipment not named as uncovered or covered of this Section on supports in buildings or trailers that have concrete or wooden flooring, roof, and fully closed walls on all sides. Covering with plastic sheeting or similar material in space without floor, roof, and walls is not acceptable. Comply with the following:
  - a. Provide heated storage for materials and equipment that could be damaged by low temperatures or freezing.
  - b. Provide air-conditioned storage for materials and equipment that could be damaged by high temperatures.
  - c. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.
  - d. Maintain humidity at levels recommended by manufacturers of electrical and electronic equipment.

D. Maintenance of Storage: On scheduled basis, periodically inspect stored materials and equipment to ensure that:

1. Condition and status of storage facilities is adequate to provide required storage conditions.
2. Required environmental conditions are maintained on continuing basis.
3. Materials and equipment exposed to elements are not adversely affected.

**1.05 RECORDS**

- A. Keep up-to-date account of materials and equipment in storage to facilitate preparation of Applications for Payment, if the Contract Documents provide for payment for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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**SECTION 01 71 23**  
**FIELD ENGINEERING**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Contractor shall provide field engineering and professional services of the types indicated on the Drawings, including, but not limited to:

a. Furnishing civil, structural, and other professional engineering services specified or required to execute Contractor's construction methods.

2. Developing and making all detail surveys and measurements required for construction.
3. Keeping a transit, theodolite, or total station (theodolite with electronic distance measurement device); leveling instrument; and related implements such as survey rods and other measurement devices, at the Site at all times, and having a skilled instrument person available when necessary for laying out the Work.
4. Being solely responsible for all locations, dimensions and levels. No data other than Change Order, Work Change Directive, or Field Order shall justify departure from dimensions and levels required by the Contract Documents.
5. Rectifying all Work improperly installed because of not maintaining, not protecting, or removing without authorization established reference points, stakes, marks, and monuments.
6. Providing such facilities and assistance necessary for Engineer to check lines and grade points placed by Contractor.

B. Related Sections:

1. Section 01 25 00 – Substitution Procedures
2. Section 01 26 00 – Contract Modification Procedures
3. Section 01 61 00 – Product Requirements and Options
4. Section 01 78 39 – Project Record Documents

## **1.02 ADMINISTRATIVE REQUIREMENTS**

### **A. Departures from Contract Drawings:**

1. Contract Drawings show the extent and arrangement of the Work.
2. Contractor shall notify Engineer of departures from the Drawings that the Contractor deems required for incorporation of the Work at the Site in accordance with Section 01 26 00 – Contract Modification Procedures.
3. Contractor shall provide field engineering services for equipment and materials that require modifications to existing structures, auxiliary equipment, piping, electrical controls that are not indicated for modifications in the Contract Documents.

### **B. Structural Design Criteria:**

1. Structural design in the Contract Documents of facilities, structures, supports, roofs and floors are based on typical weights for equipment and materials and design criteria in the Contract Documents.
2. Contractor shall notify Engineer of equipment and materials to be considered as substitutions and “or equals” in accordance with Section 01 25 00 – Substitution Procedures and Section 01 61 00 – Product Requirements and Options.
3. Contractor shall provide services for incorporation of equipment and materials that exceed structural design criteria at no additional cost to Owner.

## **1.03 SERVICES AND RESPONSIBILITIES**

### **A. Contractor's Field Engineer:**

1. Contractor shall employ and retain field engineer at the Site capable of performing field engineering tasks required, including:
  - a. Provide reports to Engineer on the Work.
  - b. Check formwork, reinforcing, inserts, structural steel, bolts, sleeves, piping and other equipment and materials for conformance with Contract Documents.
  - c. Maintain files and drawings, record documents, and coordination with Subcontractors.
  - d. Prepare layout and coordination drawings for construction operations.

- e. Check and coordinate Work for conflicts, interferences, and discrepancies with notification to Engineer.
- f. Cooperate with Engineer and Owner in observing the Work and field inspections.
- g. Review and coordinate the Work with Shop Drawings and other submittals.

B. Contractor's Surveyor:

1. Contractor shall employ or retain the services, as needed, at the Site a surveyor with experience and capability of performing surveying and layout tasks required in the Contract Documents and as required for the Work. Surveyor's tasks include, but are not necessarily limited to, the following:
  - a. Providing required surveying equipment, including transit or theodolite, level, stakes, and surveying accessories.
  - b. Establishing required lines for constructing all facilities, structures, pipelines, and site improvements.
  - c. Preparing and maintaining professional-quality, accurate, well organized, legible notes of all measurements and calculations made while surveying and laying out the Work.
  - d. Complying with requirements of the Contract Documents relative to surveying and related work.

**1.04 SUBMITTALS**

A. Action/Informational Submittals:

1. Surveying:
  - a. Plan for conducting survey Work, submitted ten days prior to beginning of survey Work.
  - b. Certified survey in accordance with this Section.
2. Certificates: Signed Contractor or Contractor's surveyor certifying elevations and locations of Work are in conformance with Contract Documents, with explanations of deviations.
3. Qualification Statements: Contractor's surveyor.

**PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 SURVEYING**

- A. Contractor shall establish baselines for location of equipment, materials and structures of the Work with benchmarks and batter boards adjacent to Work.
- B. Contractor shall provide detailed surveys necessary for the Work including, but not limited to, slope stakes, batter boards, working points, lines and elevations.

### **3.02 CLOSEOUT ACTIVITIES**

- A. Contractor shall provide Project record documents for field engineering and surveying in accordance with Section 01 78 39 – Project Record Documents.
- B. Contractor shall provide certified weir elevation survey report in accordance with the requirements specified in this Section.

### **3.03 PROTECTION**

- A. Contractor shall preserve and protect benchmarks, reference points and stakes. Contractor shall re-establish damaged, destroyed, or lost benchmarks, reference points and stakes. Contractor shall remove and re-install equipment and material installed based on Contractor established benchmarks, reference points and stakes that have been damaged, destroyed, or lost at no additional cost to Owner.
- B. Contractor shall preserve and protect existing and new control points, property markers and monuments during construction of the Work. Contractor shall establish and replace damaged or lost control points, property markers and monuments due to Contractor's construction activities at no cost to the Owner. Contractor shall provide computations and calculations to establish location of replacement Work.

**END OF SECTION**



**SECTION 01 71 33**  
**PROTECTION OF WORK AND PROPERTY**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
1. Protection of existing utilities and structures.
  2. Protection of installed equipment and materials.
  3. Protection during inclement weather.
  4. Reporting of accidents.
  5. Barricades and warning signals.
- B. Contractor shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage, as specified in the General Conditions, Supplementary Conditions, and this Section.
- C. To prevent damage, injury, or loss, Contractor's actions shall include the following:
1. Storing apparatus, materials, supplies, and equipment in an orderly, safe manner that does not unduly interfere with progress of the Work or work of other contractors or utility companies.
  2. Providing suitable storage facilities for equipment and materials subject to damage or degradation by exposure to weather, theft, breakage, or other cause.
  3. Placing upon the Work or any part thereof only loads consistent with the safety and integrity of that portion of the Work and existing construction.
  4. Frequently removing and disposing of refuse, rubbish, scrap materials, and debris caused by Contractor's operations so that, at all times, the Site is safe, orderly, and workmanlike in appearance.
- D. Contractor has full responsibility for preserving public and private property and facilities on and adjacent to the Site. Direct or indirect damage done by, or on account of, any act, omission, neglect, or misconduct by Contractor in executing

the Work, shall be restored by Contractor, at his expense to condition equal to that existing before damage was done.

- E. Contractor shall comply with safety regulations required by Owner or authorities having jurisdiction. Contractor shall comply with and correct unsafe conditions created or caused by Contractor's personnel. In the event Contractor fails to comply, Owner receives the right to take necessary measures to correct conditions or practices for reimbursement by Contractor.

## **1.02 REFERENCES**

### **A. Definitions:**

1. "Existing utilities" shall refer to both publicly owned and privately owned utilities such as, but are not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
2. "Surface structures" are existing buildings, structures, and other facilities at or above ground surface, including their foundations or any extension below ground surface. Surface structures include, but are not limited to, buildings, tanks, walls, channels, open drainage, exposed piping and utilities, poles, exposed wires, posts, signs, markers, curbs, walks, fencing, and other facilities visible at or above ground surface.

## **1.03 SITE CONDITIONS**

### **A. Location of Existing Utilities and Structures:**

1. Contractor shall confirm and verify location of existing utilities and structures at the Site prior to commencing the Work.
2. Contractor shall notify and obtain approval from authority having jurisdiction prior to performing the Work in the vicinity of the existing utilities and structures.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 PROTECTION OF EXISTING UTILITIES AND STRUCTURES**

#### **A. General:**

1. Contractor shall satisfy Engineer that methods and procedures for protection have been approved by authorities having jurisdiction prior to proceeding with the Work.
2. Contractor shall provide temporary support and protection, as required, to existing utilities and structures during the Work, including excavation.
  - a. Temporary support and protection of existing utilities shall be provided in accordance with requirements of the authority having jurisdiction.
  - b. Temporary support and protection of existing structures shall be provided as directed by the Engineer.
3. Contractor shall be responsible for costs incurred for temporary support or protection provided by a third-party or authority having jurisdiction to ensure safety of the existing utility, Owner, and public and private parties.

B. Existing Buried Utilities:

1. Contractor shall perform field investigate to identify conflicts or interferences between existing utilities and utility Work prior to excavation Work.
  - a. Investigation of conflicts and interferences shall be performed on Site locations, elevations, slopes, etc. of the existing utilities determined during the field investigations.
  - b. Contractor shall notify Engineer and Owner in writing of identified conflicts or interferences. Contractor shall not proceed with the Work until written authorization is provided by the Engineer.
  - c. Identified conflicts and interferences shall be handled in accordance with the Contract Documents. If required, potential modification to the Contract Documents shall be performed in accordance with Section 01 26 00 – Contract Modification Procedures.
2. Contractor shall perform the Work to prevent disruption of existing service and damage to existing utilities.
  - a. Temporary connections shall be provided, as required, to provide uninterrupted service of existing utilities.
  - b. Contractor shall repair damage to existing utilities as directed by the Engineer or the authority having jurisdiction at Contractor's own expense.

- c. Contractor shall be responsible for damages and repair costs to the authority having jurisdiction if third-party or authority having jurisdiction personnel repair damaged existing utilities.

C. Protection of Existing Structures:

1. Contractor shall sustain existing surface structures in existing place and protect from direct or indirect injury located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure or facility.
2. Contractor shall bear all risks attending the presence or proximity of all surface structures within or adjacent to limits of the Work, in accordance with the Contract Documents.
3. Contractor shall be responsible for damage and expense for direct or indirect injury caused by his Work to structures and facilities.
4. Contractor shall repair immediately damage caused by his Work, to the satisfaction of owner of damaged structure or facility at no cost to the Owner.
5. Contractor shall provide temporary weather protection for existing structures and buildings where exterior walls or roofs are modified or disturbed in the Work. Contractor shall be responsible for damages due to inadequate protection of existing structures and building.

- D. Relocation of Surface Structures: Existing surface facilities, including but not limited to guard rails, posts, guard cables, signs, poles, light poles, markers, curbs, and fencing, that are temporarily removed to facilitate the Work shall be replaced and restored to their original condition at Contractor's expense.

**3.02 PROTECTION OF INSTALLED EQUIPMENT AND MATERIALS**

- A. Contractor shall protect installed equipment and materials equipment to prevent damage, injury or loss from subsequent operations. Remove protection facilities when no longer needed prior to completion of the Work.
- B. Control traffic to prevent damage to equipment, materials, and surfaces.
- C. Coverings: Provide coverings to protect materials and equipment from damage.

### **3.03 PROTECTION DURING INCLEMENT WEATHER**

- A. Contractor shall not perform Work during inclement or unsuitable weather that will affect the quality of the completed Work.
- B. Contractor shall take necessary precautions in the event of impending inclement weather to protect equipment, materials and Work from damage or deterioration due to floods, driving rain, wind, or snow storms.
  - 1. Owner reserves the right to require additional protection measures beyond Contractor's proposed protection measures to protect the Work.
  - 2. Contractor shall not claim additional compensation for additional protection measures required by Owner nor for damages to equipment, material, or Work due to the inclement weather.
- C. When directed by Engineer, Contractor shall stop Work and protect new Work by protective covering during rain storms for, but not limited to, the following:
  - 1. Concrete mixing and placement.
  - 2. Paving placement.
  - 3. Masonry installation.
  - 4. Buried piping, valve and appurtenance installation.
  - 5. Additional inclement weather requirements and limitations are specified in individual Specification Sections.

### **3.04 REPORTING OF ACCIDENTS**

- A. Contractor shall immediately report, in writing, to Engineer and Owner accidents out of, or in conjunction with, the performance of Work.
  - 1. Accident reporting includes on Site and adjacent to Site, which cause death, personal injury, or property damage.
  - 2. Written report shall provide full details and witness statements.
  - 3. If claim is made against Contractor, Supplier, or Subcontractor due to accident, Contractor shall promptly report facts, in writing, to Engineer and Owner, with full account of the claim.
- B. Contractor shall immediately report death, serious injury, or serious damage caused by telephone or messenger to Engineer and Owner.

### **3.05 BARRICADES AND WARNING SIGNALS**

#### **A. General:**

1. Where the Work is performed on or adjacent to roadway, access road, right-of-way, or public place:
  - a. Provide barricades, fences, lights, warning signs, danger signals, watchmen, and take other precautionary measures for protecting persons, property, and the Work.
  - b. Paint barricades to be visible at night.
  - c. From sunset to sunrise, furnish and maintain at least one light at each barricade.
  - d. Erect sufficient barricades to keep vehicles from being driven on or into Work under construction.
  - e. Furnish watchmen in sufficient numbers to protect the Work.
- B. Provide temporary barricades to protect personnel and property for Work not in or adjacent to vehicular travel areas, including indoor work, in accordance with Laws and Regulations.
- C. Contractor's responsibility for maintaining temporary barricades, signs, lights, and for providing watchmen shall continue until the Work is accepted in accordance with the Contract Documents.

**END OF SECTION**

**SECTION 01 73 00**  
**EXECUTION OF WORK**

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Contractor shall provide labor, materials, tools, equipment, and incidentals shown, specified, and required for execution of the Work as specified in this Section, including the following:
  - a. Demolition
  - b. Cutting and Coring
  - c. Patching
  - d. Installation
2. Requirements for demolition, removal and disposal of existing buildings, structures, pavement, curbs, and sidewalks and electrical, plumbing, heating and ventilation equipment and materials as indicated in the Contract Documents for demolition.
3. General requirements for installation of equipment and material. Additional installation requirements are included in the individual Specification Sections.
4. General requirements for connections to existing facilities. Requirements for tie-ins and shutdowns necessary to complete the Work are included in Section 01 14 00 – Coordination with Owner's Operations.
  - a. To extent possible, materials, equipment, systems, piping, and appurtenances that will be placed into service upon completion of connection to existing facilities shall be checked, successfully tested, and in condition for operation prior to making connections to existing facilities, if valves, gates, or similar watertight and gastight isolation devices are not provided at the connection point.
5. Requirements for cutting and coring, and rough and finish patching of holes and openings in existing construction. Provide cutting, coring, fitting and patching, including attendant excavation and fill, required to complete the Work, and to:
  - a. Remove and replace defective Work;

- b. Remove samples of installed Work as specified or required for testing;
- c. Remove construction required to perform required alterations or additions to existing work;
- d. Connect to completed Work not performed in proper sequence;
- e. Remove or relocate existing utilities and pipes that obstruct the Work in locations where connections must be made;
- f. Make connections or alterations to existing or new facilities.

B. Related Sections:

- 1. Section 01 14 00 – Coordination with Owner’s Operations
- 2. Section 01 51 00 – Temporary Utilities
- 3. Section 01 57 00 – Temporary Controls
- 4. Section 01 61 00 – Product Requirements and Options
- 5. Section 01 66 00 – Product Storage and Protection Requirements
- 6. Section 01 79 00 – Instruction of Owner’s Personnel

**1.02 REFERENCES**

A. Definitions:

- 1. “Manufacturer’s installation instructions” includes manufacturer’s written instructions; drawings; illustrative, wiring and schematic diagrams; diagrams identifying external connections; and other such information pertaining to installation of equipment and materials. Installation instructions are printed instructions, including those attached to the equipment and materials, all inclusive.
- 2. “Salvage” items are equipment and materials shown on the Contract Documents for selective removal by the Contractor to furnish to the Owner. Contractor shall be responsible for removal, handling, and depositing of equipment and material to location designated by Owner.

B. Reference Standards:

- 1. 29 CFR 1910, OSHA.
- 2. ANSI A10.2, Safety Code for Building Construction



### 1.03 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

1. Review installation procedures under other Sections and coordinate Work that must be performed with or before the Work specified in this Section.
2. Notify other contractors in advance of Work for connections to existing facilities to prevent delay of the Work.
3. Contractor shall remove and dispose of equipment and materials indicated for demolition on the Contract Documents, unless indicated as salvage items for the Owner. Contractor shall obtain ownership of removed equipment and materials following Engineer and Owner approval. Disposal of equipment and materials shall be in accordance with the Contract Documents

#### B. Sequencing:

1. Contractor shall remove and demolish equipment and materials in sequence specified in Section 01 14 00 – Coordination with Owner's Operation and following approval by Engineer and Owner.
2. Contractor shall replace equipment and materials removed without proper authorization from Engineer, which are necessary for the operation of the existing facilities. Re-installation of equipment and materials shall be to the satisfaction of the Engineer at no cost to the Owner

#### C. Title to Equipment and Materials:

1. Equipment and materials indicated for demolition and removal in the Contract Documents, and not designated as Owner's salvaged items, shall become the Contractor's property following removal from the Site. Contractor shall be responsible for legally disposing of the equipment and material.
2. Contractor shall have no right or title to any of the equipment, materials or other items to be removed until the elements have been removed from the Site.
3. Contractor shall not sell or assign, or attempt to sell or assign, any interest in the equipment, materials or other items until removal from Site.
4. Contractor shall have no claim against the Owner because of the absence of equipment, fixtures and materials.

#### D. Salvage Equipment and Materials:

1. Contract Documents indicate equipment and materials that shall be retained by Owner. Owner has the right to request any demolished equipment and materials be retained at their discretion.
  2. Contractor shall move salvaged equipment and materials to storage areas located at the Site as instructed by Owner.
  3. Architectural equipment and materials may be salvaged for incorporation into the Work when approved by Engineer.
- E. Use of Explosives: Contractor shall not use explosives or blasting equipment and material in the Work in accordance with the Contract Documents.

#### **1.04 SUBMITTALS**

- A. Action/Informational Submittals:
1. Demolition Plan: Submit detailed description of methods, equipment, and sequence for demolition Work.
  2. Product Data: Submit manufacturer's product data for the protective compound to be applied to core-drilled surfaces and cut concrete surfaces.
  3. Informational Submittal: Submit written indication designating the day and time that the construction associated with cutting and patching will be uncovered, to provide for observation. Do not begin cutting or patching operations until submittal is accepted by Engineer.
  4. Comply with submittal requirements of individual Specification Sections for patching materials.

#### **1.05 SITE CONDITIONS**

- A. Owner does not assume responsibility for the actual condition of structures and equipment to be demolished and removed.
- B. Existing Site conditions shall be maintained to the greatest extent possible by the Owner to the time of Notice to Proceed.
- C. Contractor shall perform investigations, explorations and probes as necessary at the Site prior to initiating demolition Work to ascertain any required protective measures before proceeding with demolition and removal. Contractor shall give particular attention to shoring and bracing requirements to prevent damage to the Work and existing structures.
- D. Contractor shall verify measurements, dimensions and other conditions of each existing structure, system, equipment and material indicated in the Contract Documents for new Work prior to ordering equipment and materials.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

#### **A. General:**

1. Provide materials and products in accordance with the individual Specification Sections and the Contract Documents.
2. Provide materials and products that visually match existing adjacent surfaces to fullest extent possible for exposed surfaces.
3. If not indicated in the Contract Documents, provide materials and products that are identical to existing materials and products affected by the Work.
4. If identical materials and products are unavailable, provide materials and products that shall equal or exceed performance requirements of existing materials and products.

## **PART 3 – EXECUTION**

### **3.01 DEMOLITION**

#### **A. General:**

1. Demolition Work shall comply with the applicable provisions and recommendation of ANSI A10.2, Safety Code for Building Construction, all governing codes, and as specified in this Section.
2. Contractor shall furnish competent and experienced personnel for the various type of demolition and removal Work. Demolition and removal Work shall be performed with regard to the safety of Owner employees, individuals at the Site, and the public.
3. Contractor shall remove temporary work, such as enclosures, signs, guards, etc. when such temporary Work is no longer required or when directed at the completion of the Work.
4. Contractor shall perform patching, restoration and Work in accordance with individual Specification Sections and details shown on Contract drawings.
5. Contractor shall be responsible for damage caused by demolition Work to existing structures, equipment and materials indicated for reuse or to remain at no additional cost to Owner.
6. Contractor shall maintain a clean working environment during the demolition Work in accordance with Section 01 74 00 – Cleaning and Waste Management.

B. Protection during Demolition:

1. Contractor shall provide, erect, and maintain catch platforms, lights, barriers, weather protection, warning signs and other items as required for proper protection of the public, occupants of the building, personnel engaged in demolition Work, and adjacent construction.
2. Contractor shall provide and maintain weather protection at exterior openings so as to fully protect the interior premises against damage from the elements until such openings are closed by the Work.
3. Contractor shall provide and maintain temporary protection of the existing structure designated to remain where demolition, removal and Work is being done, connections made, materials handled or equipment moved. Temporary protection shall be provided in accordance with Section 01 71 33 – Protection of Work and Property.
4. Contractor shall take necessary precautions to prevent dust from rising by wetting demolished masonry, concrete, plaster and similar debris. Unaltered portions of the existing buildings affected by the operations in the Contract Documents shall be protected by dust proof partitions and other adequate means. Dust control shall be provided in accordance with Section 01 57 00 – Temporary Controls.
5. Contractor shall provide adequate fire protection in accordance with Section 01 51 00 – Temporary Utilities and authorities having jurisdiction.
6. Contractor shall perform the demolition Work with minimum traffic interference. Contractor shall not close or obstruct walkways, passageways, or stairways. Contractor shall not store or place materials in passageways, stairs or other means of egress.
7. Contractor shall minimize disturbances to exterior walls and roofs to small sections that are readily repaired and patched to maintain watertight conditions in existing structures and buildings.

C. Performance of Demolition:

1. Equipment, piping, valves and appurtenances:
  - a. Contractor shall drain equipment, piping, valves, and appurtenances prior to demolition Work. Contractor shall be responsible for collection, transport, and disposal of drained contents at no additional cost to the Owner.
  - b. Contractor shall provide line stops, plugs, blind flanges, etc. for equipment, piping, valves and appurtenance required to remain in

service during the Project. Contractor shall provide temporary or permanent supports in accordance with the Contract Documents.

- c. Supports, pedestals and anchors shall be removed with the equipment and piping unless otherwise noted in the Contract Documents.
- d. Concrete bases, anchor bolts and other supports shall be removed to approximately 1 inch below the surrounding finished area and the recesses shall be patched to match the adjacent areas.
- e. Wall and roof openings shall be closed, and damaged surfaces shall be patched to match the adjacent areas, in accordance with the Contract Documents and as directed by the Engineer.
- f. Wall sleeves, wall pipes, and wall castings shall be plugged or blanked off in accordance with the Contract Documents and as directed by the Engineer.
- g. Openings in concrete shall be closed in accordance with the Contract Documents and as directed by the Engineer.

2. Electrical components and equipment:

- a. Contractor shall de-energize panelboards, lighting fixtures, switches, circuit breakers, electrical conduits, motors, limit switches, pressure switches, instrumentation such as flow, level and/or other meters, wiring, and similar electrical equipment prior to removal.
- b. Contractor shall relocate or isolate electrical equipment and materials that serve equipment, piping, valves and appurtenance that are to remain in service during the Project. Relocation or isolation Work shall be sequenced and scheduled in accordance with Section 01 14 00 – Coordination with Owner’s Operations.

3. Reused and relocated equipment:

- a. Contractor shall receive approval from Engineer prior to removal and relocation of equipment and material. Equipment and materials removed by Contractor prior to Engineer’s approval that is required for Owner’s operation of the facility shall be reinstalled at no cost to the Owner.
- b. Prior to removal and relocation Work, equipment and materials indicated for reuse and relocation shall be operated by Owner with Contractor and Engineer present to witness existing functionality and operation.

- c. Contractor shall provide personnel responsible for reinstallation of equipment and material for the removal Work.
- d. Contractor shall be responsible and provide storage and protection of equipment and materials in accordance with Section 01 66 00 – Product Storage and Protection Requirements until relocation and reinstallation Work is performed.
- e. Contractor shall provide replacement equipment and material that is damaged during the removal Work at new cost to the Owner. Contractor shall be responsible to provide same type, model, electrical components, etc. equipment and material as approved by Engineer and Owner.

4. Structural removal:

- a. Contractor shall provide and install temporary shoring, struts, and bracing required for the demolition Work for structural materials.
- b. Contractor shall cut and remove structural material at the interface of demolition Work and the existing structural element. Cutting and removal shall occur in small sections, including masonry units, to prevent instability of structural elements.
- c. Contractor shall patch, repair, and refinish adjacent surfaces that remain following demolition Work.
  - 1) Adjacent surfaces shall be repaired and refinished to the condition prior to the demolition Work and in accordance with the Contract Documents.
  - 2) Adjacent surfaces shall be cleaned of dirt, grease, loose paint, etc., prior to refinishing.
- d. Contractor shall limit cutting of existing roof areas designated to remain to the limits required for the proper installation of the Work.
  - 1) Cut and remove insulation, joists, flashing, membranes, shingles, and metals, etc. in accordance with the Contract Documents and as directed by the Engineer for installation of the Work.
  - 2) Provide temporary weather tight protection as required until new roofing and flashings are installed.

D. Maintenance during Demolition:

1. Contractor shall maintain the buildings, structures and public properties free from accumulations of waste, debris and rubbish, generated by the demolition Work.
2. Contractor shall provide cleaning and waste management of demolition equipment and materials in accordance with Section 01 74 00 – Cleaning and Waste Management.

### **3.02 INSTALLATION**

- A. Install equipment and materials in accordance with the Contract Documents, approved Shop Drawings, and manufacturer's installation instructions. When manufacturer's installation instructions conflict with the Contract Documents, obtain interpretation or clarification from Engineer before proceeding.
- B. Preparation of surfaces shall be performed prior to installation of equipment and material.
  1. New floor finishes: Repair and patch with concrete, asphalt latex type emulsion and underlayment as required for existing surfaces or new flooring surface.
  2. Ceramic tile flooring or bases installed over concrete floors: Grind away cove, if present, for installation of new Work.
- C. Concrete surfaces shall achieve compression strength in accordance with the Contract Documents prior to installation of equipment and materials.
  1. Anchor bolts and templates shall be provided by Contractor and as specified in the individual Specification Sections.
  2. Concrete foundations shall be treated with sealer to prevent oil from seeping into concrete as specified in the individual Specification Sections.
- D. Maintain the work area in a broom-clean condition while installing materials and equipment.
- E. Contractor shall be responsible for equipment for hoisting, lifting, moving, rigging, etc. for installation of equipment and materials.
  1. Contractor shall be responsible for design of temporary installation system used for the installation Work, unless otherwise indicated in the Contract Documents.
  2. Contractor shall be responsible for damage to existing structure, equipment, and material caused prior, during, and following installation of the Work with the Contractor furnished temporary installation system at no cost to Owner. Repairs shall be in accordance with the Contract

Documents, shall return to condition prior to installation Work, and as directed by the Engineer.

3. Owner's hoists, monorails, bridge cranes, rigging, etc. shall not be used by the Contractor unless written authorization is provided by Owner.
- F. Alteration or repair of new equipment and materials shall not be permitted without written authorization from Engineer.
- G. Field welding or burning of new equipment and materials shall not be permitted unless indicated in the Contract Documents or without written authorization from Engineer.
- H. Contractors shall install temporary shoring and bracing where necessary during installation of the Work where required:
1. System shall be provided in accordance with the Contract Documents and code requirements.
  2. Temporary system shall consist of adjustable sound timbers or rolled shapes easily removable following installation of the Work.
  3. Contractor shall be responsible for damage to existing structures and new Work during installation, utilization, and removal of the temporary system at new additional cost to the Owner.
- I. Manufacturer's Installation Services: Provide competent, qualified manufacturer's representatives of equipment and material for services specified in the individual Specification Sections, including, but not limited to:
1. Supervising installation
  2. Checking the completed installation
  3. Adjusting and testing of equipment and materials
  4. Instructing Owner's operations and maintenance in accordance with Section 01 79 00 – Instruction of Owner's Personnel.

**END OF SECTION**



**SECTION 01 75 00**  
**CHECKOUT AND STARTUP PROCEDURES**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Checkout of products and equipment.
  - 2. Startup procedures of products and equipment
- B. Contractor shall initially start up and place equipment installed under the Contract into successful operation, in accordance with the equipment manufacturer's written instructions and as instructed by Supplier at the Site.
- C. Provide all material, labor, tools, and equipment required to complete equipment checkout and start-up.
- D. Provide chemicals, lubricants, and other required operating fluids.
- E. General activities include:
  - 1. Cleaning, as required under other provisions of the Contract Documents.
  - 2. Removing temporary protective coatings.
  - 3. Checking and correcting (if necessary) leveling plates, grout, bearing plates, anchorage devices, fasteners, and alignment of piping, conduits, and ducts that may place stress on the connected equipment.
- F. All adjustments required.

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate checkout and start-up with other contractors, as necessary.
  - 2. Do not start up system or subsystem for continuous operation until all components of that system or subsystem, including instrumentation and controls, have been tested to the extent practicable and proven to be operable as intended by the Contract Documents.

3. Owner will provide sufficient personnel to assist Contractor in starting up equipment, but responsibility for proper operation is by Contractor.
  4. Supplier shall be present during checkout, start-up, and initial operation, unless otherwise acceptable to Engineer.
  5. Do not start up system, unit process, or equipment without submitting acceptable preliminary operations and maintenance manuals by Contractor, in accordance with Section 01 78 23 – Operations and Maintenance Data.
- B. Contractor's Requirements Prior to Owner's Responsibility:
1. Owner will assume responsibility for the equipment upon Substantial Completion.
  2. Prior to turning over to Owner responsibility for operating and maintaining system or equipment shall be in accordance with this Section and the following requirements:
    - a. Submit acceptable final operations and maintenance manuals in accordance with Section 01 78 23 – Operations and Maintenance Data.
    - b. Provide training of operations and maintenance personnel in accordance with Section 01 79 00 – Instruction of Owner's Personnel.
    - c. Complete system field quality control testing in accordance with the Contract Documents.
    - d. Obtain from Engineer final certificate of Substantial Completion for either entire Work or the portion being turned over to Owner.

### **1.03 SUBMITTALS**

- A. Startup Schedule: Detailed summary of schedule, duration, manpower requirement, and Contractor's means and methods for startup.
- B. Vibration testing results
- C. Closeout Submittals: Manufacturer's certification of installation in accordance with this Section.

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 PRELIMINARY REQUIREMENTS**

- A. Prior to the start-up of the facilities, Contractor shall have prepared and tested all equipment, subsystems and systems in accordance with the requirements of the Section to check its ability for sustained operation, including inspections and adjustments by Manufacturer's representative.
- B. Contractor shall develop and submit schedule in accordance with this Section.
- C. After the facilities are sufficiently complete to permit start-up, Contractor shall furnish competent personnel to start-up the facilities. Contractor will be responsible for startup of all facilities constructed under this Contract. During the initial start-up period the Contractor shall check and provide for satisfactory mechanical operation of the plant facilities.

### **3.02 FIELD QUALITY CONTROL**

- A. Manufacturers' Field Services:
  - 1. When specified, furnish services of competent, qualified representatives of material and equipment manufacturers as specified, including supervising installation, adjusting, checkout, start-up, and testing of materials and equipment.
  - 2. Certification:
    - a. When services by manufacturer are required at the Site, within 14 days after first test operation of equipment, submit to Engineer a letter from manufacturer, on manufacturer's letterhead, stating that materials and equipment are installed in accordance with manufacturer's requirements and installation instructions, and in accordance with the Contract Documents.
    - b. Include in the final operations and maintenance manual for the associated equipment a copy of the letter or completed form, as applicable.
  - 3. Manufacturer shall bring any discrepancies to the immediate attention of the Contractor for correction. Contractor shall promptly correct any discrepancies noted by the Manufacturer. Manufacturer shall coordinate correction of discrepancies with the Contractor. Discrepancies and their correction shall be noted in inspection records and in all required reports. Any corrections that result in changes to the work as shown on the Contract Documents shall be approved by the Engineer prior to their execution.

### 3.03 SYSTEM START-UP

- A. Equipment and materials shall be provided in conformance with the manufacturer's installation instructions and in accordance with the Contract Documents.
- B. Provide start-up services as specified in the individual Specification Sections.
- C. Contractor shall furnish consumables required for startup including, but not limited to, electricity, water, and lubrication. Contractor shall provide a plan for disposal of water used for testing unless otherwise specified in the Contract Documents.
- D. General system requirements:
  - 1. Start-up of the plant by Contractor shall include all mechanical systems such as pumps, compressors, and like equipment, and the ventilating, air conditioning (or heating), plumbing, and electrical systems. Start-up of either the heating or air conditioning systems is dependent upon the time of year that the plant start up is initiated. Contractor will be required to return at the beginning of the next heating or air conditioning season (whichever is applicable) to start the appropriate system.
  - 2. Cleaning as required under provisions of the Contract Documents.
  - 3. Remove temporary protective coatings.
  - 4. Flushing and replacing greases and lubricants as required by Manufacturer
  - 5. Lubrication.
  - 6. Verify the following:
    - a. Shaft and coupling alignments and reset where needed.
    - b. Set motor, pump and other equipment rotation, safety interlocks, and belt tensions.
    - c. Leveling plates, grout, bearing plates, anchor bolts, fasteners, and alignment of piping, conduits and ducts that may apply stress on equipment.

7. Valves:
  - a. Tighten packing glands to ensure no leakage but allow valve stems to operate without galling.
  - b. Replace packing in valves to retain maximum adjustment after system is determined to be complete.
  - c. Replace packing on valves that continue to leak.
  - d. Remove and repair bonnets that leak.
  - e. After cleaning, coat packing gland threads and valve stems with surface preparation of "Molycote" or "Fel-Pro".
8. Verify that control valve seats are free of foreign matter and are properly positioned for intended service.
9. Tighten flanges and other pipe joints after system has been placed in operation.
10. Replace gaskets that show signs of leakage after tightening.
11. Inspect all joints for leakage:
  - a. Promptly remake each joint that appears to be faulty; do not wait for rust or other corrosion to form.
  - b. Clean threads on both parts and apply compound and remake joints.
12. After system has been placed in operation, clean valve seats and headers in fluid system to ensure freedom from foreign matter.
13. Remove rust, scale, and foreign matter from equipment and renew defaced surfaces.
14. Repair damaged insulation.

**END OF SECTION**

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**SECTION 01 77 19**  
**CLOSEOUT REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
1. Substantial Completion.
  2. Final inspection.
  3. Request for final payment.

**1.02 REFERENCES**

- A. Definitions:
1. Substantial completion procedures for requesting and documenting are in the General Conditions, as modified by Supplemental Conditions.
  2. Final inspection procedures for requesting and documenting are in the General Conditions, as modified by Supplemental Conditions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Request for Final Payment:
1. Procedure: Submit request for final payment in accordance with the Agreement and General Conditions, as may be modified by the Supplementary Conditions.
- B. Request for final payment shall include:
1. Documents required for progress payments in Section 01 29 76 – Progress Payment Procedures.
  2. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.
  3. Releases or Waivers of Lien Rights:
    - a. Provide a final release or waiver by Contractor and each Subcontractor and Supplier that provided Contractor with labor, material, or equipment totaling \$10,000 or more.

- b. Provide list of Subcontractors and Suppliers for which release or waiver of Lien is required.
  - c. Each release or waiver of Lien shall be signed by an authorized representative of the entity submitting release or waiver to Contractor, and shall include Subcontractor's or Supplier's corporate seal, when applicable.
  - d. Release or waiver of Lien may be conditional upon receipt of final payment.
  - e. Manufacturer's Affidavit of Release of Liens – furnish a separate, completed form from the manufacturer.
4. Consent of Surety Company to Final Payment.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 78 23**  
**OPERATION AND MAINTENANCE DATA**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes: Requirements for operation and maintenance data, manuals, and documentation.
  - 1. Submit operation and maintenance data, in accordance with this Section and in accordance with requirements elsewhere in the Contract Documents, as instructional and reference manuals by operations and maintenance personnel at the Site.
  - 2. Required operation and maintenance data groupings are listed in this Section. At minimum, submit operation and maintenance data for:
    - a. Mechanical Screen system, including all auxiliary systems
    - b. Submersible pumps
    - c. All other equipment and systems
    - d. Valves, gates, actuators, and related accessories
    - e. Instrumentation and control devices
    - f. Electrical gear
    - g. Generator
  - 3. For each operation and maintenance manual, submit the following:
    - a. Preliminary Submittal: Printed and bound copy of entire operation and maintenance manual or electronic copy, except for test data and service reports by Supplier.
    - b. Final Submittal: Printed and bound copy of complete operations and maintenance manual and electronic copy, including test data and service reports by Supplier.

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Quantity Required and Timing of Submittals:

1. Preliminary Submittal:
  - a. Printed Copies: One copy, exclusive of copies required by Contractor.
  - b. Electronic Copies: One copy.
  - c. Submit to Engineer, whichever occurs first:
    - 1) 60 days prior to starting training of operations and maintenance personnel.
    - 2) 30 days prior to field quality control testing at the Site.
  - d. Furnish preliminary operation and maintenance data submittal in acceptable form and content, as determined by Engineer, before associated materials and equipment will be eligible for payment.
2. Preliminary Submittal shall be reviewed by Engineer. One printed or electronic copy shall be returned to Contractor with required revisions noted.
3. Final Submittal: Provide 14 days prior to checkout and startup procedures specified in Section 01 75 00 – Checkout and Startup Procedures, unless Submittal is specified as required prior to an interim Milestone.
  - a. Printed Copies: Two copies.
  - b. Electronic Copies: One copy.

B. Format of Printed Copies:

1. Binding and Cover:
  - a. Bind each operation and maintenance manual in durable, permanent, stiff-cover binder(s), comprising one or more volumes per copy as required. Binders shall be minimum one-inch wide and maximum of three-inch wide. Binders for each copy of each volume shall be identical.
  - b. Provide the following information on cover of each volume:
    - 1) Title: "OPERATING AND MAINTENANCE INSTRUCTIONS".
    - 2) Name or type of material or equipment covered in the manual.

- 3) Volume number, if more than one volume is required, listed as “Volume \_\_\_ of \_\_\_”, with appropriate volume-designating numbers filled in.
    - 4) Name of Project and, if applicable, Contract name and number.
    - 5) Name of building or structure, as applicable.
  - c. Provide the following information on spine of each volume:
    - 1) Title: “OPERATING AND MAINTENANCE INSTRUCTIONS”.
    - 2) Name or type of material or equipment covered in the manual.
    - 3) Volume number, if more than one volume is required, listed as “Volume \_\_\_ of \_\_\_”, with appropriate volume-designating numbers filled in.
    - 4) Project name and building or structure name.
2. Drawings:
  - a. Bind into the manual drawings, diagrams, and illustrations up to and including 11 inches by 17 inches in size, with reinforcing.
  - b. Documents larger than 11 inches by 17 inches shall be folded and inserted into clear plastic pockets bound into the manual. Mark pockets with printed text indicating content and drawing numbers. Include no more than three drawing sheets per pocket.
3. Copy Quality and Document Clarity:
  - a. Contents shall be original-quality copies. Documents in the manual shall be either original manufacturer-printed documents or first-generation photocopies indistinguishable from originals. If original is in color, copies shall be in color.
  - b. Clearly mark in ink to indicate all components of materials and equipment on catalog pages for ease of identification. In standard or pre-printed documents, indicate options furnished or cross out inapplicable content.
4. Organization:
  - a. Provide table of contents in each volume for each chapter or section.

- b. Use dividers and indexed tabs between major categories of information, such as operating instructions, preventive maintenance instructions, and other major subdivisions of data in each manual.

C. Format of Electronic Copies:

1. Each electronic copy shall include all information included in the corresponding printed copy.
2. Submit each electronic copy on a separate compact disc (CD), unless another electronic data transfer method or format is acceptable to Engineer.
3. File Format:
  - a. Acceptable formats include Adobe PDF, Microsoft Word, Autodesk DWF, and AutoCAD.
  - b. Files shall be electronically searchable.
  - c. Submit separate file for each separate document in the printed copy.
  - d. Within each file, provide bookmarks for the following:
    - 1) Each chapter and subsection listed in the corresponding printed copy document's table of contents
    - 2) Each figure
    - 3) Each table
    - 4) Each appendix
4. Also submit drawings and figures in one of the following formats: ".bmp", ".tif", ".jpg", ".gif", ".dwt", or ".dwg". Submit files in a separate directory on the CD.

D. General Content Requirements:

1. Prepare each operations and maintenance manual specifically for the Project. Include in each manual all pertinent instructions, as-built drawings as applicable, bills of materials, technical bulletins, installation and handling requirements, maintenance and repair instructions, and other information required for complete, accurate, and comprehensive data for safe and proper operation, maintenance, and repair of materials and equipment furnished for the Project. Include in manuals specific information required in

the Specification Section for the material or equipment, data required by Laws and Regulations, and data required by authorities having jurisdiction.

2. Submit complete, detailed written operating instructions for each material or equipment item including: function; operating characteristics; limiting conditions; operating instructions for start-up, normal and emergency conditions; regulation and control; operational troubleshooting; and shutdown. Also include, as applicable, written descriptions of alarms generated by equipment and proper responses to such alarm conditions.
3. Submit written explanations of all safety considerations relating to operation and maintenance procedures.
4. Submit complete, detailed, written preventive maintenance instructions including all information and instructions to keep materials, equipment, and systems properly lubricated, adjusted, and maintained so that materials, equipment, and systems function economically throughout their expected service life. Instructions shall include:
  - a. Written explanations with illustrations for each preventive maintenance task such as inspection, adjustment, lubrication, calibration, and cleaning. Include pre-startup checklists for each equipment item and maintenance requirements for long-term shutdowns.
  - b. Recommended schedule for each preventive maintenance task.
  - c. Lubrication charts indicating recommended types of lubricants, frequency of application or change, and where each lubricant is to be used or applied.
  - d. Table of alternative lubricants.
  - e. Troubleshooting instructions.
  - f. List of required maintenance tools and equipment.
5. Submit complete bills of material or parts lists for materials and equipment furnished. Lists or bills of material may be furnished on a per-drawing or per-equipment assembly basis. Bills of material shall indicate:
  - a. Manufacturer's name, address, telephone number, fax number, and Internet website address.

- b. Manufacturer's local service representative's or local parts supplier's name, address, telephone number, fax number, Internet website address, and e-mail addresses, when applicable.
- c. Manufacturer's shop order and serial number(s) for materials, equipment or assembly furnished.
- d. For each part or piece include the following information:
  - 1) Parts cross-reference number. Cross-reference number shall be used to identify the part on assembly drawings, Shop Drawings, or other type of graphic illustration where the part is clearly shown or indicated.
  - 2) Part name or description.
  - 3) Manufacturer's part number.
  - 4) Quantity of each part used in each assembly.
  - 5) Current unit price of the part at the time the operations and maintenance manual is submitted. Price list shall be dated.
- 6. Submit complete instructions for ordering replaceable parts, including reference numbers (such as shop order number or serial number).
- 7. Submit manufacturer's recommended inventory levels for spare parts, extra stock materials, and consumable supplies for the initial two years of operation. Consumable supplies are items consumed or worn by operation of materials or equipment, and items used in maintaining the operation of material or equipment, including items such as lubricants, seals, reagents, and testing chemicals used for calibrating or operating the equipment. Include estimated delivery times, shelf life limitations, and special storage requirements.
- 8. Submit manufacturer's installation and operation bulletins, diagrams, schematics, and equipment cutaways. Where materials pertain to multiple models or types, mark the literature to indicate specific material or equipment supplied. Marking may be in the form of checking, arrows, or underlining to indicate pertinent information, or by crossing out or other means of obliterating information that does not apply to the materials and equipment furnished.
- 9. Submit original-quality copies of each approved and accepted Shop Drawing, product data, and other submittal, updated to indicate as-installed condition. Reduced drawings are acceptable only if reduction is to not less

than one-half original size and all lines, dimensions, lettering, and text are completely legible on the reduction.

10. Submit complete electrical schematics and wiring diagrams, including complete point-to-point wiring and wiring numbers or colors between all terminal points.
11. Submit copy of warranty bond and service contract as applicable.
12. When copyrighted material is used in operations and maintenance manuals, obtain copyright holder's written permission to use such material in the operation and maintenance manual.

### **1.03 SUBMITTALS**

- A. Action/Informational Submittals: Submit preliminary schedule (listing) of operations and maintenance data for Engineer's review. Preliminary operations and maintenance data shall be grouped as major equipment and material systems and divided into sub-systems as required for clarity, subject to Engineer's approval.
- B. Closeout Submittals:
  1. Operation and maintenance data: Submit the operations and maintenance data indicated in the Contract Documents, grouped into submittals as approved by Engineer.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

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**SECTION 01 78 39**  
**PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Requirements for recording changes to record documents.
  - 2. Requirements for electronic files furnished by Engineer.
- B. Contractor shall maintain and submit to Engineer with record documents in accordance with the Specifications, General Conditions, and Supplementary Conditions.

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Maintenance of Record Documents:
  - 1. The following record documents shall be maintained in the Contractor's field office:
    - a. Drawings, Specifications, and Addenda.
    - b. Shop Drawings, Samples, and other Contractor submittals, including records of test results, approved or accepted as applicable, by Engineer.
    - c. Change Orders, Work Change Directives, Field Orders, photographic documentation, survey data, and all other documents pertinent to the Work.
  - 2. Update record documents on a monthly basis, minimum.
  - 3. Make record documents available for inspection upon request of Engineer or Owner.
  - 4. Do not use record documents for purpose other than serving as Project record.
- B. Submittal of Record Documents:
  - 1. Submit to Engineer the following record documents: Drawings.

2. Prior to readiness for final payment, submit to Engineer one copy of final record documents. Submit complete record documents; do not make partial submittals.
3. Submit record documents with transmittal letter on contractor letterhead complying with letter of transmittal requirements in Section 01 33 00 – Submittal Procedures.
4. Record documents submittal shall include certification, with original signature of official authorized to execute legal agreements on behalf of Contractor.

C. Electronic Files Furnished by Engineer:

1. CADD files will be furnished by Engineer upon the following conditions:
  - a. Contractor shall submit to Engineer a letter on Contractor letterhead requesting CADD files and providing specific definition(s) or description(s) of how files will be used, and specific description of benefits to Owner (including credit proposal, if applicable) if the request is granted.
  - b. Contractor shall execute Engineer's standard agreement for release of electronic files and shall abide by all provisions of the agreement for release of electronic files.
  - c. Layering system incorporated in CADD files shall be maintained as transmitted by Engineer. CADD files transmitted by Engineer containing cross-referenced files shall not be bound by Contractor. Drawing cross-references and paths shall be maintained. If Contractor alters layers or cross-reference files, Contractor shall restore all layers and cross-references prior to submitting record documents to Engineer.
  - d. Contractor shall submit record drawings to Engineer in same CADD format that files were furnished to Contractor.

**1.03 SUBMITTALS**

- A. Closeout Submittals: Provide record documentation as specified in this Section. The Contractor shall accompany the submittal with a transmittal letter containing:
1. Date
  2. Project title and number
  3. Contractor's name and address

4. Title and number of each Record Document, and
  5. Signature of Contractor or Contractor's authorized representative
- B. As-Built Survey:
1. Site Improvements, including underground utilities:
    - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements
    - b. Locations of and dimensions of roadways and parking areas, providing dimensions to back of curb when present
    - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (such as power poles, valve markers, and the like) or benchmarks
  2. Electronic copy provided in PDF and CADD format

## **PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 GENERAL REQUIREMENTS:**

- A. At the start of the Project, label each record document to be submitted as, "PROJECT RECORD" using legible, printed letters. Letters on record copy of the Drawings shall be two inches high.
- B. Keep record documents current. Make entries on record documents within two working days of receipt of information required to record the change.
- C. Do not permanently conceal the Work until required information has been recorded.
- D. Accuracy of record documents shall be such that future searches for items shown on the record documents may rely reasonably on information obtained from Engineer-accepted record documents.
- E. Marking of Entries:
  1. Use erasable, colored pencils (not ink or indelible pencil) for marking changes, revisions, additions, and deletions to record documents.

2. Clearly describe the change by graphic line and make notations as required. Use straight-edge to mark straight lines. Writing shall be legible and sufficiently dark to allow scanning of record documents into legible electronic files.
3. Date all entries on record documents.
4. Call attention to changes by drawing a “cloud” around the change(s) indicated.
5. Mark initial revisions in red. In the event of overlapping changes, use different colors for subsequent changes.

### **3.02 RECORDING CHANGES TO DRAWINGS:**

- A. Record changes on copy of the Drawings. Submittal of Contractor-originated or -produced drawings as a substitute for recording changes on the Drawings is unacceptable.
- B. Record changes on plans, sections, schematics, and details as required for clarity, making reference dimensions and elevations (to Project datum) for complete record documentation.
- C. Record actual construction including:
  1. Depths of various elements of foundation relative to Project datum.
  2. Field changes of dimensions, arrangements, and details.
  3. Changes made in accordance with Change Orders, Work Change Directives, and Field Orders.
  4. Changes in details on the Drawings. Submit additional details prepared by Contractor when required to document changes.

### **3.03 REQUIREMENTS FOR SUPPLEMENTAL DRAWINGS:**

- A. In some cases, drawings produced during construction by Engineer or Contractor supplement the Drawings and shall be included with record documents submitted by Contractor. Supplemental record drawings shall include drawings provided with Change Orders, Work Change Directives, and Field Orders and that cannot be incorporated into the Drawings due to space limitations.
- B. Supplemental drawings provided with record drawings shall be integrated with the Drawings and include necessary cross-references between drawings. Supplemental record drawings shall be on sheets the same size as the Drawings.

- C. When supplemental drawings developed by Contractor using computer-aided drafting/design (CADD) software are to be included in record drawings, submit electronic files for such drawings in AutoCAD (latest version) as part of record drawing submittal. Submit electronic files on compact disc labeled, "Supplemental Record Drawings", together with Contractor name, Project name, and Contract name and number.

**3.04 RECORDING CHANGES TO SPECIFICATIONS AND ADDENDA:**

- A. Mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually provided.
  - 2. Changes made by Addendum, Change Orders, Work Change Directives, and Field Orders.

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**SECTION 01 78 43**  
**SPARE PARTS AND EXTRA MATERIAL**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall furnish spare parts data and extra materials for materials and equipment in accordance with the Contract Documents.
- B. List of Spare Parts and Extra Materials: With the Shop Drawings and product data for each Specification Section, submit a complete list of spare parts, extra stock materials, maintenance supplies, and special tools required for maintenance (“spare parts and extra materials”) for one year of operation (unless otherwise specified in the individual Specification Section), with unit prices in current United States funds, and source(s) of supply for each.
- C. Packaging and Labeling:
  - 1. Furnish spare parts and extra materials in manufacturer’s unopened cartons, boxes, crates, or other original, protective covering suitable for preventing corrosion and deterioration for maximum length of storage normally anticipated by manufacturer.
  - 2. Packaging of spare parts and extra materials shall be clearly marked and identified with name of manufacturer, applicable equipment, part number, part description, and part location in the equipment.
  - 3. Protect and package spare parts and extra materials for maximum shelf life normally anticipated by manufacturer.
- D. Storage Prior to Delivery to Owner: Prior to furnishing spare parts and extra materials to Owner, store spare parts and extra materials in accordance with the Contract Documents and manufacturers’ recommendations.
- E. Delivery Time and Eligibility for Payment:
  - 1. Deliver to Owner spare parts and extra materials prior to date of Substantial Completion for equipment or system associated with the spare parts and extra materials. Do not deliver spare parts and extra materials before commencing start-up for associated equipment or system.
  - 2. Spare parts and extra materials are not eligible for payment until delivered to Owner and Contractor’s receipt of Owner’s countersignature on letter of transmittal.

F. Procedure for Delivery to Owner:

1. Deliver spare parts and extra materials to Owner's permanent storage rooms at the Site or area(s) at the Site designated by Owner.
2. When spare parts and extra materials are delivered, Engineer and Owner will mutually inventory the spare parts and extra materials delivered to verify compliance with the Contract Documents regarding quantity and part numbers.
3. Additional procedures for delivering spare parts and extra materials to Owner, if required, will be developed by Engineer and complied with by Contractor.

G. Transfer Documentation:

1. Furnish on Contractor letterhead a letter of transmittal for spare parts and extra materials furnished under each Specification Section. Letter of transmittal shall accompany spare parts and extra materials. Do not furnish letter of transmittal separate from associated spare parts and extra materials.
2. Furnish three original, identical, signed letters of transmittal for each Specification Section. Upon delivery of specified quantities and types of spare parts and extra materials to Owner, designated person from Owner will countersign each original letter of transmittal indicating Owner's receipt of spare parts and extra materials.
  - a. Owner will retain one fully signed original.
  - b. Contractor shall submit one fully signed original to Engineer.
  - c. Contractor shall retain one fully signed original for Contractor's file.
3. Letter of transmittal shall include the following:
  - a. Information required for letters of transmittal in Section 01 33 00 – Submittal Procedures.
  - b. Transmittal shall list spare parts and extra materials furnished under each Specification Section. List each individual part or product and quantity furnished.
  - c. Provide space for countersignature by Owner as follows: space for signature, space for printed name, and date.



- H. Contractor shall be fully responsible for loss or damage to spare parts and extra materials until spare parts and extra materials are received by Owner.

**1.02 SUBMITTALS**

- A. Action/Informational Submittals: Individual Specification Sections that require spare parts, extra material, or tools, Contractor shall submit inventory checklist for each individual Specification Section that includes the following information:

1. Specification Section number and title.
2. Name of spare parts, extra material, or tools.
3. Manufacturer, part number and description.
4. Quantity specified and furnished.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

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**SECTION 01 79 00**  
**INSTRUCTION OF OWNER'S PERSONNEL**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Contractor shall furnish services of operation and maintenance training specialists to instruct Owner's personnel in recommended operation and maintenance procedures for materials and equipment furnished, in accordance with the Contract Documents.
- B. Contractor shall provide a combination of classroom and field training at the Site, unless otherwise required elsewhere in the Contract Documents.
- C. Owner reserves the right to record training sessions on video for Owner's later use in instructing Owner's personnel.

**1.02 ADMINISTRATIVE REQUIREMENTS**

- A. Definitions:
  - 1. Training -Manufacturer's verbal, visual, and written presentation of materials to Owner's staff to ensure that any Owner personnel undergoing training understand the Manufacturer's recommended procedures to properly operate and maintain the equipment and systems for the expected service life.
- B. Qualifications:
  - 1. Contractor's instructors shall be factory-trained by manufacturer of material or equipment.
  - 2. Contractor's instructors shall be proficient and experienced in conducting training of type required.
  - 3. Qualifications of instructors are subject to acceptance by Engineer. If Engineer does not accept qualifications of proposed instructor, furnish services of replacement instructor with acceptable qualifications.
- C. Scheduling:
  - 1. General:
    - a. Contractor shall coordinate training services with start-up and initial operation of materials and equipment on days and times, and in manner, acceptable to Owner, in accordance with the Contract Documents.

- b. Training may be required outside of normal business hours to accommodate schedules of operations and maintenance personnel. Furnish training services at the required days and times at no additional cost to Owner.
  - c. Prerequisites to Training: Training of Owner's personnel shall commence after acceptable preliminary operation and maintenance data has been submitted and work required in Section 01 75 00 – Checkout and Startup Procedures is complete.
2. Training Schedule Submittal:
- a. Training Schedule Required: Contractor shall prepare and submit proposed training schedule for review and acceptance by Engineer and Owner. Proposed training schedule shall show all training required in the Contract Documents, and shall demonstrate compliance with specified training requirements relative to number of hours of training, number of training sessions, and scheduling.
  - b. Timing of Training Schedule Submittal: Submit initial training schedule at least thirty days before scheduled start of first training session. Submit final training schedule, incorporating revisions in accordance with Engineer's comments, no later than seven days prior to starting the first training session.
  - c. Owner reserved the right to modify personnel availability for training in accordance with process or emergency needs at the Site.

D. Video Recording

1. Contractor shall provide a training specialist for a minimum of one (1) day, for each item of equipment specified, to meet with the Engineer to prepare training scripts and to participate in video recording of training. Video recorded training sessions shall be conducted separately from training sessions held for the Owner's personnel.
2. Manufacturer shall be the ownership rights to one unedited and one edited copy of the video recorded training.
3. As an alternative to video recording training at the Site, the Manufacturer may submit pre-recorded digital media covering the equipment supplied for approval. Submitted pre-recorded digital media shall meet the intent of this Section for approval consideration. If approved, Owner shall have the right to permanent ownership and use of at least one complete copy.

### 1.03 TRAINING REQUIREMENTS

#### A. General Lesson Plan Requirements:

1. Contractor's lesson plan shall describe specific instruction topics, system components for which training will be furnished, and training procedures. Handouts, if any, to be used in training shall be included with the lesson plan. Describe in lesson plan "hands-on" demonstrations planned for training sessions.
2. Submit acceptable lesson plan 10 days prior to starting associated training.
3. Lesson plan shall include estimated duration of each training segment.

#### B. Specific Lesson Plans Requirements:

1. Equipment overview shall cover the following:
  - a. Equipment's operating (process) function, performance objectives, and fundamental operating principles.
  - b. Equipment's mechanical, electrical, and electronic components and features. Group related components into subsystems and describe function of subsystem and subsystem's interaction with other subsystems.
  - c. Support equipment and appurtenances.
  - d. Safety and potential hazards.
  - e. Safety and control interlocks.
2. Operations personnel training shall cover the following:
  - a. Equipment overview: As described in this Section.
  - b. Operation:
    - 1) Principles, operating, start-up, and shutdown procedures.
    - 2) Abnormal or emergency start-up, operating, and shutdown procedures.
    - 3) Alarm conditions and responses.
    - 4) Monitoring and recordkeeping.
    - 5) Housekeeping.

- c. Troubleshooting: Required corrective maintenance or an operating parameter adjustment.
3. Maintenance personnel training:
- a. Equipment overview: As described in this Section.
  - b. Equipment preventive maintenance:
    - 1) Inspection procedures:
      - a) Operation.
      - b) Trouble symptoms and anticipate breakdowns.
      - c) Predictive maintenance.
    - 2) Preventative maintenance intervals.
    - 3) Lubricant and replacement parts.
    - 4) Cleaning practices and intervals.
    - 5) Special tools required.
    - 6) Removal, installation, and disassembly and assembly procedures.
    - 7) "Hands-on" demonstrations of preventive maintenance procedures.
    - 8) Measuring instruments and procedures
    - 9) Torquing, mounting, calibrating, and aligning procedures and settings requirements.
    - 10) Check and test equipment following corrective maintenance.
4. Equipment Troubleshooting:
- a. Systematic troubleshooting procedures.
  - b. Checklists.
  - c. Testing and diagnostic procedures.
  - d. Corrective maintenance procedures with "hands on" demonstrations.

C. Training Aids:

1. Contractor's instructor shall incorporate training aids as appropriate to assist in the instruction. Provide handouts of text, tables, graphs, and illustrations as required. Other appropriate training aids include:
  - a. Audio-visual aids
  - b. Equipment cutaways and samples
  - c. Tools, including special tools
2. Podium presentation aids: Presentation shall cover equipment, products and materials provided. Provide electronic version of presentation material to Engineer.
3. Handouts:
  - a. Contractor's instructor shall distribute and use descriptive handouts during training.
  - b. Handouts should be coordinated with the instruction
  - c. Provide at least ten copies of handouts for each training session
4. Audio-visual Equipment: Training provider shall provide audio-visual equipment required for training sessions.

**1.04 SUBMITTALS**

A. Action/Informational Submittals:

1. Training Schedule: Detailed schedule of training sessions, demonstrating compliance with number of training sessions, hours required in the Contract Documents, and complying with the Contract Times. Submit training schedule submittals in accordance with timeframes specified in this Section.
2. Lesson Plan: Acceptable lesson plan for training on each material or equipment item, in accordance with the Contract Documents. Lesson plan shall comply with requirements of this Section. Include with lesson plan copy of handouts that will be used during training sessions. Provide lesson plan submittals in accordance with timeframes specified in this Section.
3. Podium presentation material, electronic version.
4. Qualifications: Credentials of Contractor's proposed operations and maintenance instructor(s). Credentials shall demonstrate compliance with requirements of this Section and shall include brief resume and specific details

of instructor’s operating, maintenance, and training experience relative to the specific material and equipment for which instructor will provide training.

B. Closeout Submittals:

1. Trainee sign-in sheet for each training session. Submit to Owner’s training coordinator.

C. Quality Assurance Submittals:

1. Qualifications: Credentials of Contractor’s proposed operations and maintenance instructor(s). Credentials shall demonstrate compliance with requirements of this Section and shall include brief resume’ and specific details of instructor’s operating, maintenance, and training experience relative to the specific material and equipment for which instructor will provide training.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

**3.01 “HANDS-ON” DEMONSTRATIONS**

- A. Contractor’s instructor shall provide “hands-on” demonstration of operations and maintenance of equipment and materials for each training session.
- B. Contractor shall furnish tools and appurtenances required for demonstrations.

**3.02 SCHEDULE**

- A. Contractor shall furnish the hours of training and number of sessions indicated, at a minimum. Travel time and expenses are the responsibility of the manufacturer and are excluded from required training time indicated in the Contract Documents.
- B. Training shall be scheduled during normal working hours unless otherwise approved by Engineer.
- C. Training Schedule:

<b>Spec. Section</b>	<b>Spec.Title</b>	<b>Staff</b>	<b>Class-room Hours</b>	<b>Hands-On Hours</b>	<b>Total Hours</b>
46 21 13	Multi-Rake Type Mechanical Screens and Screenings Conveyor	Ops	2	2	4
		Elec & Instr	2	2	4



<b>Spec. Section</b>	<b>Spec.Title</b>	<b>Staff</b>	<b>Class-room Hours</b>	<b>Hands-On Hours</b>	<b>Total Hours</b>
43 25 13	Submersible Pumps	Ops	1	2	<b>3</b>
		Elec & Instr	1	2	<b>3</b>
26 32 13	Engine Generators	Ops	2	2	<b>4</b>
		Elec & Instr	2	2	<b>4</b>
40 71 13.13	Magnetic Flow Meters	Ops	1	1	<b>2</b>
		Elec & Instr	1	1	<b>2</b>

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**SECTION 01 88 16**  
**WATERTIGHTNESS TESTING OF CONCRETE STRUCTURES**

**PART 1 – GENERAL**

**1.01 THE REQUIREMENT**

- A. It is the intent of these Specifications that all concrete work and sealing work around built-in items and penetrations be performed as required to insure that groundwater, surface water, and water or liquids in tanks, channels and containers will not intrude into any equipment rooms, pipe galleries, habitable areas or other generally dry areas.
- B. The required watertightness shall be achieved by quality concrete construction and proper sealing of all joints and penetrations.
- C. Each unit shall be tested separately and the leakage tests shall be made prior to backfilling and before equipment is installed. Testing water shall be from any potable, non-potable, or natural moving source such as a river or stream, but not from any still water source such as a lake or pond, and not from any wastewater source.
- D. All water holding structures shall be tested for leakage by the Contractor. The Contractor shall provide at his own expense all labor, material, temporary bulkheads, pumps, water measuring devices, etc., necessary to perform the required tests.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 01 45 23 – Testing Services Furnished by Contractor
- B. Section 03 30 00 – Cast-in-Place Concrete

**1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS**

- A. ACI 350.1-10 - Specification for Tightness Testing of Environmental Engineering Concrete Structures

**1.04 SUBMITTALS**

- A. Testing procedures shall be submitted for approval prior to the test.
- B. Testing Report: Prior to placing the structure in service, submit for review and approval a detailed bound report summarizing the watertightness test data, describing the testing procedure and showing the calculations on which the test data is based.

**PART 2 – PRODUCTS (NOT USED)**

## **PART 3 – EXECUTION**

### **3.01 TEST PREPARATION**

- A. The design capability of the structure to withstand testing shall be verified for the pressures to be applied. Another type of test shall not be substituted for hydrostatic tightness testing without approval of the Engineer.
- B. The structure shall not be tested before all elements of the structure which resist any portion of the retained liquid pressure are in place and the concrete has attained its specified compressive strength.
- C. Unless otherwise specified, coatings shall not be applied until after the hydrostatic tightness testing is complete. Liners that are mechanically locked to the surface during the placement of the concrete shall be installed before the hydrostatic tightness testing. Interior liners shall be visually examined for deficiencies (pinholes, tears and partially fused splices) and must pass integrity testing. Deficiencies shall be prepared.
- D. Clean the exposed concrete surfaces of the structure, including the floor, of all foreign material and debris. Prior to testing, standing water in or outside of the structure that would interfere with the inspection of the exposed concrete surfaces of the structure shall be removed.
- E. The concrete surfaces and concrete joints shall be thoroughly inspected for potential leakage points. Areas of potential leakage shall be repaired before filling the containment structure with water.
- F. All openings, fittings, and pipe penetrations in the structure shell shall be inspected at both faces of the concrete, if practical. Defective or cracked concrete shall be repaired prior to testing. All structural penetrations and inlet/outlets shall be securely sealed to prevent the loss of water from the structure during the test. All structural penetrations shall be monitored before and during the test to determine the watertightness of these appurtenances. If the structure is to be filled using the inlet/outlet pipe, positive means shall be provided to check that water is not entering or leaving through this pipe once the structure is filled to the test level. Leakage at these inlet/outlets shall be repaired prior to testing. No allowance shall be made in test measurements for uncorrected known points of leakage
- G. The flow from any underdrain system, if a system is provided, shall be monitored during this same period, and any increase in flow shall be recorded and considered for information as a part of the hydrostatic tightness testing.
- H. The ground water level shall be brought to a level below the top of the base slab and kept at that elevation or at a lower elevation during the test.
- I. No backfill shall be placed against the walls or on the wall footings of the structure to be tested unless otherwise specified.

### 3.02 PROCEDURE

- A. The initial filling of a new structure should not exceed a rate of 4 ft/h. Filling shall be continued until the water surface is at the design maximum liquid level, or either 1 in. below any fixed overflow level in covered containment structure or 4 in. in open structure, whichever is lower.
- B. The exterior surfaces of the structure shall be inspected during the period of filling the structure. If any flow of water is observed from the structure exterior surfaces, including joints or cracks, the defect causing the leakage shall be repaired prior to testing.
- C. Watertightness Test - Part 1: Qualitative Criteria
  - 1. The water shall be kept at the test level for at least 3 days prior to Part 2 of the testing.
  - 2. The exterior surfaces of the structure shall be observed in both the early mornings and later afternoons during the 3-day period before Part 2 of the test. If any water is observed on the structure exterior surfaces, including joints, repaired honeycombed areas and cracks, where moisture can be picked up on a dry hand, the containment structure shall be considered to have failed Part 1 of the test.
  - 3. Wet areas on top of wall footing shall not be cause to fail Part 1 of the test unless the water can be observed to be flowing.
  - 4. Part 2 of the test may begin prior to completion of repairs for Part 1. However, all defects causing the failure of Part 1 shall be repaired before the structure is accepted.
- D. Watertightness Test - Part 2: Quantitative Criteria
  - 1. The test measurements shall not be scheduled for a period when the forecast is for a difference of more than 35°F between the ambient temperature readings at the times of the initial and final level measurements of the water surface. The test shall also not be scheduled when the weather forecast indicates the water surface would be frozen before the test is completed.
  - 2. The vertical distance to the water surface shall be measured to within 1/16 in. from a fixed point on the structure above the water surface. Measurements shall be recorded at 24-hour intervals. Measurements taken at the same time of day will reduce the probability of temperature difference.
  - 3. Measurements shall be taken at two locations, 180° apart, which will minimize the effect of differential settlement. Measurements shall be taken at the same locations to reduce the probability of measurement differences.

4. The test period shall be at least the theoretical time required to lower the water surface 3/8 in. assuming a loss of water at 0.050% of the water volume per 24-hour period. The test period shall not be longer than five days.
5. The water temperature shall be recorded at a depth of 18 in. below the water surface at the start and end of the test.
6. A floating, restrained, partially filled, calibrated, open container for evaporation and precipitation measurement should be positioned in open structures and the water level in the container recorded at 24-hour intervals. Determination of evaporation by a shallow pan-type measuring device is not acceptable due to possible heating of the bottom of the shallow pan resulting in accelerated evaporation.

### **3.03 EVALUATION**

- A. The containment structure shall continue to be observed in both the early mornings and late afternoons to verify compliance with Part 1 of the test during Part 2.
- B. At the end of the test period, the water surface shall be recorded to within 1/16-in at the location of original measurements. The water temperature and the evaporation and precipitation measurements shall be recorded.
- C. The allowable loss of water for tightness tests shall not exceed 0.050% of the test water volume in 24 hours.
- D. The change in water volume in the structure shall be calculated and corrected, if necessary, for evaporation, precipitation, and temperature based on the change recorded in the water level from the open container. If the loss exceeds the allowable loss, the structure shall be considered to have failed the test.
- E. During Part 2 of the test, observed flow or seepage of water from the exterior surface, including that from cracks and joints, should be considered as a failed test. The structure shall also be considered to have failed the test if moisture can be transferred from the exterior surface to a dry hand. Dampness or wetness on top of a footing shall not be considered as a failure test.

### **3.04 RETESTING**

- A. A restart of the test shall be required when test measurements become unreliable due to unusual precipitation or other external factors.
- B. The Contractor shall be permitted to immediately retest when no visible leakage is exhibited. If the structure fails the second test or if the Contractor does not exercise the option of immediately retesting after the first test failure, the interior of the structure shall be inspected by a diver or by other means to determine probable areas of leakage. The structure shall only be retested after the most probable areas of leakage are repaired.

- C. If the leakage exceeds the allowable limit, the work shall be corrected by methods approved by the Engineer.
- D. Upon completion of the necessary remedial work, the leakage test shall be repeated until it is successfully passed.

**3.05 NOTIFICATION BY ENGINEER**

- A. If any leaks, in excess of the specified amount, are not remedied by the Contractor within four (4) weeks of notification by the Engineer, regardless of whether the cause of these leaks is or is not determined, the Engineer shall have the authority to have these leaks repaired by others. The cost of repairs, by others, shall be deducted from monies due or to become due to the General Contractor.

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