

PROJECT MANUAL

Repairs to the Walt Williams Filtration Plant AND Walt Williams Filtration Plant Filter Rehabilitation

(Project Nos. 36432-10 and 36432-11)



LAGRANGE
G E O R G I A

Volume I of III

**City of LaGrange
LaGrange, Georgia**

JULY 2022

ISSUED FOR BIDS

BARGE
DESIGN SOLUTIONS

Repairs to the Walt Williams Filtration Plant
(Project No. 36432-10)

AND

Walt Williams Filtration Plant Filter Rehabilitation
(Project No. 36432-11)

City of LaGrange
LaGrange, Georgia

The following licensed professionals are responsible for the various portions by which their seal, signature and date is affixed:

- Division 00 – Procurement and Contracting Requirements
- Division 01 - General Requirements
- Division 04 - Masonry
- Division 06 – Wood, Plastics and Composites
- Division 07 – Thermal and Moisture Protection
- Division 08 - Openings
- Division 09 – Finishes



Kerry Osborne, RA

Division 05 – Metals



5/5/2022
Brian Wood, PE

END OF SECTION

Section 00 01 05

Certifications

The following licensed professionals are responsible for the various portions of the Project manual by which their seal, signature and date is affixed:

- Division 00 – Procurement and Contracting Requirements
- Division 01 - General Requirements
- Division 02 - Existing Conditions
- Division 09 – Finishes
- Division 40 - Process Integration



Mike Alexander, PE

- Division 03 - Concrete
- Division 05 – Metals



Brian Wood, PE

- Division 26 – Electrical



Brian Landry, PE

END OF SECTION

SPECIFICATIONS

Volume ISection Title

Division 00 – Procurement and Contracting Requirements

00 11 16	Advertisement for Bids
00 21 13	Instructions to Bidders
00 41 00	Bid Form
00 43 13	Bid Bond
00 45 13	Statement of Bidder's Qualifications
00 45 19	Affidavit of No Collusion by Prime Bidder
00 45 53	Corporate Certificate
00 45 63	Drug-Free Workplace Certificate
00 45 77	Contractor's License Certification
00 52 00	Agreement
00 54 43	Pre-Award Oath
00 54 45	Residency Status Affidavit
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 72 00	General Conditions
00 73 00	Supplementary Conditions

Division 01 - General Requirements

01 11 00	Summary of Work
01 21 10	Pre-Purchased Materials
01 21 26	Equipment Allowances
01 22 00	Measurement and Payment
01 25 00	Substitution Procedures
01 29 73	Schedule of Values
01 31 19	Project Meetings
01 32 16	Construction Schedules
01 32 33	Construction Videos and Photographs
01 33 00	Submittal Procedures
01 35 00	Unique Requirements
01 41 00	Regulatory Requirements
01 42 00	Codes and Standards
01 43 33	Manufacturer Services
01 50 00	Temporary Facilities and Controls
01 61 00	Common Product Requirements
01 65 00	Product Delivery Requirements
01 66 00	Product Storage and Handling Requirements
01 73 29	Cutting and Patching
01 74 00	Cleaning and Waste Management
01 75 16	Startup Procedures
01 78 23	Operation and Maintenance Data
01 78 36	Warranties
01 78 39	Record Documents
01 78 43	Spart Parts

Volume 2 - Repairs to Walt Williams Filtration Plant (Project No. 36432-10)

Division 04 – Masonry

- 04 01 10 Masonry Cleaning
- 04 01 20.63 Brick Masonry Repair
- 04 01 20.64 Brick Masonry Repointing

Division 05 – Metals

- 05 31 00 Steel Decking

Division 06 – Wood, Plastics and Composites

- 06 10 00 Rough Carpentry

Division 07 – Thermal and Moisture Protection

- 07 01 50.19 Preparation for Reroofing
- 07 54 23 Thermoplastic-Polyolefin (TPO) Roofing
- 07 62 00 Sheet Metal Flashing and Trim
- 07 71 00 Roof Specialties
- 07 72 00 Roof Accessories
- 07 92 00 Joint Sealants

Division 08 – Openings

- 08 11 13 Hollow Metal Doors and Frames
- 08 16 13 Fiberglass Doors and Frames
- 08 33 23 Overhead Coiling Doors
- 08 41 13 Aluminum-Framed Entrances and Storefronts
- 08 71 00 Door Hardware
- 08 80 00 Glazing

Division 09 – Finishes

- 09 01 90.52 Maintenance Repainting

Volume 3 – Walt Williams Filtration Plant Filter Rehabilitation (Project No. 36432-11)

Division 02 – Existing Conditions

02 41 00 Demolition

Division 03 – Concrete

03 01 30.71 Rehabilitation of Cast in Place Concrete
03 11 00 Concrete Formwork
03 20 00 Concrete Reinforcement
03 30 00 Cast-in-Place Concrete
03 64 00 Concrete Repair Crack Injection

Division 05 – Metals

05 50 00 Metal Fabrications
05 52 13 Pipe and Tube Railings

Division 09 – Finishes

09 90 15 Paint

Division 26 – Electrical

26 01 00 Basic Electrical Requirements
26 05 00 Basic Electrical Materials and Methods
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 23 Control-Voltage and Electrical Power Cables
26 05 26 Grounding and Bonding for Electrical Systems
26 05 29 Hangers and Supports for Electrical Systems
26 05 33 Raceways and Boxes for Electrical Systems
26 05 53 Identification for Electrical Systems
26 22 13 Low-Voltage Distribution Transformers
26 24 16 Panelboards
26 27 26 Wiring Devices
26 28 13 Fuses
26 28 16 Enclosed Switches and Circuit Breakers
26 43 13 Surge Protection for Low-Voltage Electrical Power Circuits

Division 40 – Process Integration

40 05 06 Couplings, Adapters, and Specials for Process Piping
40 05 07 Hangers and Supports for Process Piping
40 05 09 Wall Pipes, Floor Pipes and Pipe Sleeves
40 05 19 Ductile Iron Process Piping
40 05 23 Stainless Steel Process Piping
40 05 51 Common Requirements for Process Valves
40 05 57 Actuators for Process Valves and Gates
40 05 62 Plug Valves
40 05 63 Ball Valves

40 05 64	Butterfly Valves
40 05 97	Identification for Process Equipment
40 60 00	Process Control
40 71 00	Flow Measurement
40 75 00	Process Liquid Analytical Measurement

REPAIRS TO THE WALT WILLIAMS FILTRATION PLANT
AND
WALT WILLIAMS FILTRATION PLANT FILTER REHABILITATION
CITY OF LAGRANGE
LAGRANGE, GEORGIA

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of the Repairs to the Walt Williams Filtration Plant (Project No. 3643210) and the Walt Williams Filtration Plant Filter Rehabilitation (Project No. 3643211) will be received at the Office of the Purchasing, Third Floor, City Hall, 200 Ridley Avenue, LaGrange, Georgia 30240 until 2:00 p.m., local time, on Thursday, September 1, 2022, and then at said location publicly opened and read aloud.

The Project consists of furnishing all labor and materials necessary for repairs to the Main Building of the Walt Williams Filtration Plant (Project No. 3643210), and the rehabilitation of the 1949 sedimentation basins, 1949 filters, 1969 filters, and one of the 1992 filters of the Walt Williams Filtration Plant (Project No. 3643211)

The work will be awarded in one Contract.

A mandatory Pre-Bid Conference is scheduled for Thursday, July 28, 2022 at 10:00 A.M. local time, at the Walt Williams Filtration Plant, 980 Cameron Mill Road, Lagrange, Georgia, 30240. Attendance is mandatory. A Bid submitted by a Bidder which did not attend the Pre-Bid Conference will not be opened and will be returned to the Bidder.

The Instructions to Bidders, Bid, Contract Agreement, Drawings, Specifications and forms of Bid Bond, Performance Bond, Payment Bond and other Contract Documents may be examined at the following:

City of LaGrange
200 Ridley Avenue
LaGrange, Georgia 30240

Issuing Office
Barge Design Solutions, Inc.
1201 Front Avenue, Suite F
Columbus, Georgia 31901
(706) 321-4590

Copies of Bidding Documents may be purchased from Lellyett and Rodgers Company at bidding.bargedesign.com or via phone 615-250-9145. Cost of Bidding documents is \$250.00 per set. No part of the purchase will be refunded.

Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond attached to the Contract Documents or a Surety Company's Standard Bid Bond, duly executed by the Bidder as

principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed as a certified company in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

No bid may be withdrawn within 60 calendar days after the scheduled time for receipt of bids.

All bidders must have a Georgia Utility Contractor License and shall comply with all requirements of the State of Georgia.

The Owner will in no way be liable for any costs incurred by any bidder in the preparation of its Bid in response to this Invitation to Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 percent of the Bid.

The Owner reserves the right to reject all Bids, to waive informalities and to readvertise.

CITY OF LAGRANGE

Meg Kelsey
City Manager

END OF SECTION

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this Project is Barge Design Solutions, Inc., 1201 Front Avenue Suite F, Columbus, GA 31901.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office, or its designated printing facility, as indicated in the Advertisement for Bids. There will be no refund of the purchase price of Bidding Documents.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 The minimum qualifications of a responsible Bidder includes the following requirements:
- A. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
- B. The Bidder is licensed by the State of Georgia to perform the work under this contract.
- C. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.
- D. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract

Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

- E. The Bidder shall demonstrate that he is familiar with the work covered by these Contract Documents.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with the Bid written evidence such as previous experience, present commitments, and such other data as may be called for below.
- A. Completion of Statement of Bidder's Qualifications, as included elsewhere in this Project Manual.
 - B. Bidder Georgia Contractor's License
- 3.03 To demonstrate Bidder's qualifications to perform the Work, within three days of Owner's request, Bidder shall submit written evidence such as financial data and such other data as may be requested by Owner.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.05 A Bidder may be deemed as not responsible if:
- A. Bidder fails to furnish adequate information for the Owner to determine if the Bidder is deemed to possess adequate construction experience and sufficient equipment resources or fails to provide such information in a timely manner.
 - B. Bidder fails to furnish information, evidence, and statements of the principal owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
 - C. Bidder is in arrears on any existing contracts, interested in any litigation against the Owner or has defaulted on a previous contract.
 - D. Bidder fails to have access to adequate equipment.
 - E. Bidder has uncompleted work which in the judgment of the Owner will hinder or prevent prompt completion of additional work, if awarded.
- 3.06 Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous 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).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as 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. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. 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 other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A Pre-Bid Conference will be held if so, indicated in the Advertisement for Bids. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, delivered or otherwise issued to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Questions and other inquiries shall be submitted to the Issuing office, Attention: Raymond Cordon, Raymond.cordon@bargedesign.com.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a Bid bond (on the form attached or on a surety company's standard bid bond form) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 Attorneys-in-Fact of other officers who sign bid bonds for a surety company must file with such bonds a certified copy of his power of attorney authorizing him to sign said bonds.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. No substitution requests will be considered.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate item listed therein. In the case of optional alternatives, the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum and Unit Prices*
- A. Bidders shall submit a bid on a lump sum or unit price basis, as indicated on the Bid schedule, for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the various other Bid prices shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, Bid Bond Form and the required documents listed below. The unbound copy of the Bid Form is to be completed and submitted with the Bid security along with the documents listed below. The Bidder shall submit one original of all documents in the envelope.

- A. Bid Bond
- B. Statement of Bidders Qualifications
- C. Non-Collusion Affidavit of Prime Bidder
- D. Corporate Certificate
- E. Georgia Security and Immigration Compliance Act Affidavits
- F. Contractor's License Certification

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope which shall also contain the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the place indicated in the Advertisement for Bids.

15.03 In addition to the requirements of Article 15.02 above, the Bidder shall provide on the outside of the envelope containing the bid the Bidder's name and "Bid for Repairs to the Walt Williams Filtration Plant and the Walt Williams Filtration Plant Filter Rehabilitation".

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid 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 prior to the date and time for the opening of Bids.

- 16.02 If a Bidder, after the Bid opening determines that its Bid contained an appreciable error in the calculation of its Bid, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in, O.C.G.A. 36-91-52.
- 16.03 A bid may be withdrawn after the time period stated in the Advertisement for Bids after the date of the opening of the bids, provided that the Bidder has not been notified within said time period that his bid has been accepted.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also 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. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 A bid may be declared by the Owner to be non-responsive for, but not limited to, any of the following reasons:
- A. Bid contains blanks, Proposal is not complete or required accompanying documents, certifications, and statements are not included.
 - B. Bid contains modifications or alterations of the Bid Form or other Contract Documents.
 - C. Bid is a qualified or conditional bid.

- D. Bid contains unrealistic data, erroneous data, inaccurate data, or data that cannot be documented or substantiated.
- 19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.07 The Contracts will be awarded to the responsive, responsible Bidders submitting the lowest Bid complying with the conditions of the Contract Documents. Award will be made on the basis of the prices given in the Bid at the discretion of the Owner.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner or Engineer issues a Notice of Award to the Successful Bidder, the Notice of Award will be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents, which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.02 Upon failure of the Bidder to execute the required bonds or to sign the required contract within ten days after the contract is awarded, he will be considered to have abandoned his proposal and the Owner may annul the award. By reason of the uncertainty of market prices of materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the Owner would be put by reason of said Bidder's failure to execute said bonds and contract within ten days, the bid security accompanying the proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the Bidder and shall thereupon immediately be forfeited to the Owner. The filing of a proposal will be considered as an acceptance of this provision.

ARTICLE 22 – DELETED

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – DELETED

ARTICLE 25 – DELETED

ARTICLE 26 – PERMITS, EASEMENTS AND RIGHTS-OF-WAY

26.01 All anticipated federal, state, or local permits required for the Project, which are the responsibility of the Owner, have been obtained.

26.02. All rights-of-way and easements required for the Project, which are the responsibility of the Owner, have been obtained.

This document was prepared in part from material (EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts) which is copyrighted as indicated below:

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

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

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

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

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

REPAIRS TO THE WALT WILLIAMS FILTRATION PLANT

AND

WALT WILLIAMS FILTRATION PLANT FILTER REHABILITATION

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of LaGrange
200 Ridley Avenue
LaGrange, GA 30240

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and

Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Where this Bid Form contains the provision for a bid based on a lump sum price, the Bidder shall be responsible for having prepared its own estimate of the quantities necessary for the satisfactory completion of the Work specified in these Contract Documents and for having based the lump sum price bid on its estimate of quantities.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

* * * **BID** * * *

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1.	Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the <u>Repairs to the Walt Williams Filtration Plant (36085-10)</u> , including all work shown on the Drawings and/or specified and not included in Items below, the total amount of:		Lump Sum		\$
2.	Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the <u>Repairs to the Walt Williams Filtration Plant Filter Rehabilitation (36085-11)</u> , including all work shown on the Drawings and/or specified and not included in Items below, the total amount of:		Lump Sum		\$
3.	Cash Allowances				
a.	Owner's Contingency		ALLOWANCE		\$ 50,000.00
4.	Unit Prices				
a.	Brick Masonry Repointing	2,000	SF	\$	\$
b.	Replacement of Precast Roof Panels	1,500	SF	\$	\$
c.	Concrete Preparation and Surface Repair	25,000	SF	\$	\$
d.	Repair Corroded Concrete Reinforcing	100	LF	\$	\$
e.	Concrete Crack Preparation and Injection	200	LF	\$	\$
5.	Equipment Allowances**				
a.	Filter Equipment and Instrumentation		ALLOWANCE		\$1,196,820.00
b.	Plant SCADA System Upgrades		ALLOWANCE		\$29,850.00

BID TOTAL, ITEMS 1 THROUGH 5, INCLUSIVE, THE AMOUNT OF _____

_____ DOLLARS (\$ _____).

** See EASOW for vendor proposals detailing scope of work for Equipment Allowance items and Purchase Orders for materials pre-purchased by the City of LaGrange.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Bond
 - B. Statement of Bidders Qualifications
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Corporate Certificate
 - E. Georgia Security and Immigration Compliance Act Affidavits
 - F. Contractor's License Certification

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Attest: _____
(Notary)

Name (typed or printed): _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Attest: _____
(Signature of another Partner)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

All Bidders shall complete the following:

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Primary Contact: _____

Primary Contact E-mail: _____

Submitted on: _____, 20____.

This document was prepared in part from material (EJCDC C-410 Suggested Bid Form for Construction Contracts) which is copyrighted as indicated below:

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

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

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

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

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

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of LaGrange, 200 Ridley Avenue, LaGrange GA 30240

BID

Bid Due Date:

Description (Project Name): Repairs to the Walt Williams Filtration Plant AND Walt Williams Filtration Plant Filter Rehabilitation

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum _____ \$ _____ (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal) Bidder's Name and Corporate Seal _____(Seal) Surety's Name and Corporate Seal

By: _____ Signature

By: _____ Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____ Signature

Attest: _____ Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

Bid Bond

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

Statement of Bidder's Qualifications

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. (Sample "Project Information Form" contained at the end of this Section.)

1. Name of Bidder: _____

2. Permanent main office address and phone number: _____

3. When organized: _____

4. If a Corporation, where incorporated: _____

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. Contracts on hand. (Complete a "Project Information Form", or provide same required information in a similar format, for each Contract on hand.)

7. General description of type of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why? _____

9. Have you ever defaulted on a contract? If so, where and why? _____

10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", or provide same required information in a similar format, for each Project listed.)

11. Names, background and experience of the principal members of your organization, including officers:

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

Statement of Bidder's Qualifications

12. 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

Project Title: _____

Project Description: _____

Major Subcontractors: _____

Major Suppliers: _____

Project Owner:

- Owner Name: _____
- Contact Person: _____
- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____
- Contact Person: _____
- Phone Number: _____

Contract Amount:

- Initial: _____
- Final: _____

Contract Time

- Initial: _____
- Final: _____
- Completion Date: _____

END OF SECTION

Non-Collusion Affidavit of Prime Bidder

STATE OF Georgia

COUNTY OF Troup

I, _____, being first duly sworn, deposes and says that:

He or she is _____

(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against *City of LaGrange* or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

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: _____

(SEAL)

END OF SECTION

Section 00 45 53
Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____.

Corporate
Secretary:

(name signed)

(name printed or typed)

(SEAL)

END OF SECTION

Drug-Free Workplace Certificate

By signature on this certificate, the Bidder/Contractor agrees to comply with and accepts the provisions of O.C.G.A. Section 50-24-1 through 50-24-6, the "Drug-free Workplace Act". The Contractor certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____ (Contractor's name), _____ (subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3".

By signature on this certificate, the Bidder/Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Bidder/Contractor: _____

By: _____

(name signed)

(name printed or typed)

Title: _____

Date: _____

END OF SECTION

Contractor's License Certification

Bidder/Contractor's Name: _____

Georgia Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: _____

By: _____
(name signed)

(name printed or typed)

Title: _____

Date: _____

END OF SECTION

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 300 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 360 consecutive calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of which is _____ (Dollars) (\$ _____)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted monthly by a day of the month established at the Pre-Construction Conference during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the

schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage).; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one half percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.

5. Supplementary Conditions.
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings as listed on the Drawing Index, with each sheet bearing the following general title: Repairs to the Walt Williams Filtration Plant AND Walt Williams Filtration Plant Filter Rehabilitation.
 8. Addenda (numbers _____ to _____, inclusive), incorporated herein.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid, as shown in Section 00 41 00 of this Project Manual.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

10.03 *Successors and Assigns*

- A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on ____ day of _____, 20 ____, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

This document was prepared in part from material (EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)) which is copyrighted as indicated below:

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

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

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

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

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

STATE OF Georgia

COUNTY OF Troup

In accordance with O.C.G.A. §36-91-21(e), we, the undersigned of

_____,
being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. §36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

Signature	Printed Name	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Notary Public) My Commission Expires: _____

(SEAL)

END OF SECTION

Residency Status Affidavit

**Affidavit Verifying Residency Status of an Applicant as Required by
The Georgia Security and Immigration Compliance Act**

By executing this affidavit under oath, as an applicant for a City of LaGrange contract or other public benefit as referenced in the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), I am stating the following with respect to my application and award for a contract with the City of LaGrange.

_____ **I am a United States citizen**

OR

_____ **I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.***

Attach a copy of the document verifying your status (front and back) to this Affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Date

Printed Name

*Alien registration number for non-citizens

Applying on Behalf of/Name of Associated Business

SUBSCRIBED AND SWORN BEFORE ME
ON THIS ____ DAY OF _____,
201__

Notary Public

My Commission Expires:

*Note: O.C.G.A. 50-36-1(e)(2) requires that aliens under the federal Immigration and nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

END OF SECTION

PERFORMANCE BOND

STATE OF GEORGIA
COUNTY OF TROUP
CITY OF LAGRANGE

KNOW BY ALL MEN THESE PRESENTS, that we, _____
_____ as Principal,
and _____
as Surety, are held and firmly bound unto the City of LaGrange, Georgia, in the full sum of
_____ Dollars (\$ _____)
for payment of which well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered into a contract with the City of
LaGrange, Georgia dated the _____ day of _____, 20____, which contract is
made a part of this agreement for the construction of:

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall in
all respects perform the terms and conditions of said contract (and such alterations or additions as
may be made therein or in the plans and specifications) and shall indemnify and save the City of
LaGrange, Georgia harmless against any claims for using any form of material, process, composition
or anything which is patented, and likewise indemnify and save the owner or the City, if the City is
not the owner, harmless against all claims or damages by reason of any default or negligence, want
of skill or care on part of said Principal or Agents in and about the performance of said contract, and
shall comply with all laws pertaining to said work, and shall comply with and shall well, truly, fully
and faithfully perform any guarantee provided for in said contract, then this obligation shall be void,
otherwise of full force and effect.

And the surety of this bond, for value received, agrees that no change, extensions of time,
alterations or additions to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligations on this bond, and it
does hereby waive notice of such change, extension of time, alterations or additions to the terms of
the contract or the work or to the plans and specifications.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be
duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL:

_____ (SEAL)

BY: _____
Title: _____

ATTEST: _____
Title: _____

Signed, sealed and delivered this ____
day of _____, 20____,
in the presence of:

Witness

Address of Witness

SURETY:

_____ (SEAL)

BY: _____
Title: _____

ATTEST: _____
Title: _____

Signed, sealed and delivered this ____
day of _____, 20____,
in the presence of:

Witness

Address of Witness

APPROVED AS TO FORM:

CITY ATTORNEY

PAYMENT BOND

STATE OF GEORGIA
COUNTY OF TROUP
CITY OF LAGRANGE

KNOW BY ALL MEN THESE PRESENTS, that we, _____
_____ as Principal,
and _____
as Surety, are held and firmly bound unto the City of LaGrange, Georgia, in the full sum of
_____ Dollars (\$ _____)
for the use and protection of said owner or City if the City is not the owner, and all subcontractors
and all persons supplying labor, services, skill, tools, materials, machinery and equipment for the
performance of the work provided for in the contract hereinafter referred to, for the payment of
which sum well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a contract with the City of
LaGrange, Georgia dated the _____ day of _____, 20____, for the construction
of:

NOW THEREFORE, the conditions of this obligation are such that if the above bound
Principal shall well, truly and promptly pay all subcontractors and all other persons supplying labor,
services, skill, tools, materials, machinery and equipment furnished for the performance of the work
provided for by said contract and such alterations or additions as may be made therein or in the plans
and specifications, then this bond to be void; otherwise, it shall remain in full force and effect.

And the surety of this bond, for value received, agrees that no change, extensions of time,
alterations or additions to the terms of this contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alterations or additions to the terms of
the contract or the work or to the plans and specifications or to the work to be performed thereunder.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of
O.C.G.A. § 36-91-40 et seq., as amended, and is intended to be and shall be construed to be a bond
in compliance with the requirements thereof.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL:

_____ (SEAL)

BY: _____

Title: _____

ATTEST: _____

Title: _____

Signed, sealed and delivered this _____ day of _____, 20____, in the presence of:

Witness

Address of Witness

SURETY:

_____ (SEAL)

BY: _____

Title: _____

ATTEST: _____

Title: _____

Signed, sealed and delivered this _____ day of _____, 20____, in the presence of:

Witness

Address of Witness

APPROVED AS TO FORM:

CITY ATTORNEY

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS
INSTITUTE

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

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

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

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

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

STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	7
2.03 Commencement of Contract Times; Notice to Proceed	7
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	8
Article 3 – Contract Documents; Intent, Amending, Reuse	8
3.01 Intent	8
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	11
3.05 Reuse of Documents	11
3.06 Electronic Data	11
<u>3.07 Contract Times</u>	12
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	12
4.01 Availability of Lands	12
4.02 Subsurface and Physical Conditions	13
4.03 Differing Subsurface of Physical Conditions	13
4.04 Underground Facilities	14
4.05 Reference Points	16
4.06 Hazardous Environmental Condition at Site	16
Article 5 – Bonds and Insurance	18
5.01 Performance, Payment, and Other Bonds	18
5.02 Licensed Sureties and Insurers	19
5.03 Certificates of Insurance	19
5.04 Contractor’s Insurance	20
5.05 Owner’s Liability Insurance	21
5.06 Property Insurance	21
5.07 Waiver of Rights	22
5.08 Receipt and Application of Insurance Proceeds	23
5.09 Acceptance of Bonds and Insurance; Option to Replace	24
5.10 Partial Utilization, Acknowledgment of Property Insurer	24

Article 6 – Contractor’s Responsibilities.....	24
6.01 Supervision and Superintendence.....	24
6.02 Labor; Working Hours.....	25
6.03 Services, Materials, and Equipment.....	26
6.04 Progress Schedule.....	27
6.05 Substitutes and “Or-Equals”.....	28
6.06 Concerning Subcontractors, Suppliers, and Others.....	30
6.07 Patent Fees and Royalties.....	32
6.08 Permits.....	32
6.09 Laws and Regulations.....	33
6.10 Taxes.....	33
6.11 Use of Site and Other Areas.....	34
6.12 Record Documents.....	34
6.13 Safety and Protection.....	35
6.14 Safety Representative.....	36
6.15 Hazard Communication Programs.....	36
6.16 Emergencies.....	37
6.17 Shop Drawings and Samples.....	37
6.18 Continuing the Work.....	39
6.19 Contractor’s General Warranty and Guarantee.....	39
6.20 Indemnification <u>and Liability</u>	40
6.21 Delegation of Professional Design Services.....	41
<u>6.22 Project Coordination Meetings</u>	42
Article 7 – Other Work at the Site.....	42
7.01 Related Work at Site.....	42
7.02 Coordination.....	42
7.03 Legal Relationships.....	43
<u>7.04 Claims Between Contractors</u>	43
Article 8 – Owner’s Responsibilities.....	44
8.01 Communications to contractor.....	44
8.02 Replacement of Engineer.....	44
8.03 Furnish Data.....	44
8.04 Pay When Due.....	44
8.05 Lands and Easements; Reports and Tests.....	44
8.06 Insurance.....	44
8.07 Change Orders.....	44
8.08 Inspections, Tests, and Approvals.....	44
8.09 Limitations on Owner’s Responsibilities.....	44
8.10 Undisclosed Hazardous Environmental Condition.....	45
8.11 Evidence of Financial Arrangements.....	45
8.12 Compliance with Safety Program.....	45
<u>8.12 Testing of Materials and Equipment</u>	45
Article 9 – Engineer’s Status During Construction.....	45
9.01 Owner’s Representative.....	45
9.02 Visits to Site.....	45
9.03 Project Representative.....	46
9.04 Authorized Variations in Work.....	46

9.05 Rejecting Defective Work	46
9.06 Shop Drawings, Change Orders and Payments.....	46
9.07 Determinations for Unit Price Work	46
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work	47
9.09 Limitations on Engineer’s Authority and Responsibilities.....	47
9.10 Compliance with Safety Program	48
Article 10 – Changes in the Work; Claims	48
10.01 Authorized Changes in the Work.....	48
10.02 Unauthorized Changes in the Work.....	49
10.03 Execution of Change Orders	49
10.04 Notification to Surety.....	50
10.05 Claims and Disputes	50
Article 11 – Cost of the Work; Allowances; Unit Price Work.....	51
11.01 Cost of the Work.....	51
11.02 Allowances.....	54
11.03 Unit Price Work.....	55
Article 12 – Change of Contract Price; Change of Contract Times	55
12.01 Change of Contract Price	55
12.02 Change of Contract Times.....	56
12.03 Delays.....	57
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	57
13.01 Notice of Defects	57
13.02 Access to Work.....	58
13.03 Tests and Inspections.....	58
13.04 Uncovering Work	59
13.05 Owner May Stop the Work	59
13.06 Correction or Removal of Defective Work	60
13.07 Correction Period.....	60
13.08 Acceptance of Defective Work.....	61
13.09 Owner May Correct Defective Work	61
Article 14 – Payments to Contractor and Completion.....	62
14.01 Schedule of Values.....	62
14.02 Progress Payments	62
14.03 Contractor’s Warranty of Title	65
14.04 Substantial Completion.....	66
14.05 Partial Utilization	67
14.06 Final Inspection.....	68
14.07 Final Payment.....	68
14.08 Final Completion Delayed.....	69
14.09 Waiver of Claims.....	69
Article 15 – Suspension of Work and Termination.....	70
15.01 Owner May Suspend Work.....	70
15.02 Owner May Terminate for Cause.....	70
15.03 Owner May Terminate For Convenience.....	71

15.04 Contractor May Stop Work or Terminate	72
Article 16 – Dispute Resolution.....	72
16.01 Methods and Procedures	72
Article 17 – Miscellaneous	73
17.01 Giving Notice	73
17.02 Computation of Times.....	73
17.03 Cumulative Remedies	74
17.04 Survival of Obligations	74
17.05 Controlling Law	74
17.06 Headings	74
17.07 Addresses	74
17.08 Forms and Record	74
17.09 Assignment	75
17.10 Inspection by Public Agencies	75

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.

16.1 Designer - The individual or entity named as such in the Agreement, if a different person or entity from Engineer.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The term Drawings shall be considered synonymous with the term Plans.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 01 of the Specifications. The General Requirements are applicable to all Sections of the Specifications and to the entire Work.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

25.1 Liquidated Damages – amounts shall be as stipulated in the Agreement. Liquidated damages shall apply to the Contract Times for the Project. Liquidated Damages shall be both additive and cumulative. Liquidated Damages shall end upon Substantial Completion, Completion of the Work associated with each Milestone Date, and upon final completion of the Work. Liquidated damages are not a penalty, but constitute liquidated damages for loss

to the Owner because of increases in expenses for administration, legal counsel, accounting, engineering, construction supervision, inspection, and any other expenses incurred directly as a result of the delay of the Contractor in completing the work. This provision for liquidated damages shall be effective between the parties ipso facto without necessity for demand or putting in default by any notice or other means than by the terms of these Contract Documents, the Contractor hereby waiving any such other notice of default and acknowledging that the Contractor shall be deemed to be in default by the mere act of his failure to complete the work within the Contract Time, or within any valid extension of such time hereunder.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner may designate an authorized representative to exercise the authority, in whole or in part, identified in these contract Documents, with such designation being identified in the Supplementary Conditions.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the its table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, [brochures](#), schedules, [specified design related submittals](#), and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work [that will be fabricated or installed. Shop drawings may also mean detail drawings, working drawings, construction drawings, and engineering data.](#)
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents [to provide the following: \(i\) the Owner full time, uninterrupted, continuous operation of the work; and \(ii\) all required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, and systems to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and \(iii\) all required inspections and other work necessary for the Engineer to certify "substantially complete" have been completed.](#) ~~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.
- [44.1 Submittals – All administrative documents, Shop Drawings, Samples, product data, manufacturer's literature, quality control documents, design related documents, record documents, contract close-out documents, and/or any other specified document prepared or assembled by or for Contractor and submitted by Contractor to the Owner and/or Engineer.](#)
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, materials, tools, equipment, incidentals, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
 2. Where the word “similar” occurs in the Contract Document, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

C. *Day*:

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

D. *Defective*:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

- 1, The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

or any additional insured may reasonably request) which Contractor ~~is and Owner respectively~~ ~~are~~ required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner ~~shall~~will furnish to Contractor up to ~~ten~~four printed or hard copies of the ~~Drawings and Project Manual~~Contract Documents and one counterpart of the executed Contract Agreement. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. ~~The~~ Contract Times will commence to run on the ~~thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated~~ date established in the Notice to Proceed. A Notice to Proceed may be given at any time within ~~30-60~~ days after the Effective Date of the Agreement. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

2.04 Starting the Work

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

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the ~~Commencement of the Contract Time~~Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; which indicates each required Submittal and the dates for submitting, time for reviewing and processing each Submittal (periodic Submittals may be listed by a common monthly date); and
 3. a preliminary Schedule of Values for all of the Work in a format acceptable to the Engineer and in accordance with the requirements specified in the General Requirements, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. ~~At least 10 days before submission of the first Application for Payment a~~ **Not more than ten days after the preconstruction conference**, a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer as being the Contractor's schedule for the 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. The Progress Schedule may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals. The Schedule of Submittals may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.
 3. Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it is provided in accordance with the General Requirements. ~~provides a reasonable allocation of the Contract Price to component parts of the Work.~~

ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.01 Intent

- A. The individual components of the Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
- D. Each and every clause or other provision required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be amended to make such insertion.

E. “Imperative” or “Command” type language is used in the Contract Documents. This command language refers to and is directed to the Contractor.

F. Emphasis, such as italics, underlining, bold text or quotes, may have been used throughout the Contract Documents. Use of emphasis shall not change the meaning of the term emphasized.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
3. All sections of governing standard specifications relating to measurement and payment shall not apply to the work specified herein.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor’s Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor’s Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge or reasonably should have known thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In resolving inconsistencies within the Contract Documents, precedence shall be given in the following descending order:
 - a. Change Orders, with latest Change Order taking precedent over preceding Change Orders
 - b. Work Change Directives
 - c. Field Orders
 - d. Engineer's written interpretations and clarifications
 - e. Notice to Proceed
 - f. Addenda
 - g. Contract Agreement
 - h. Supplementary Conditions
 - i. General Conditions
 - j. Specifications
 - k. Drawings
 1. Schedules on Drawings
 2. Notes on Drawings
 3. Details on Drawings
 4. Large Scale Drawings
 5. Small Scale Drawings
 6. Dimensions given as Figures

7. Scaled Dimensions

I. Bidding Requirements

3.04 *Amending and Supplementing Contract Documents*

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

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

3.07 Contract Times

- A. All Contract Times and time limits stated in the Contract Documents are of the essence of the Agreement.
- B. The Contractor shall proceed with the Work at a rate of progress which will ensure completion within the Contract Times.
- C. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Times for the Work described herein are reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Work.
- D. If the Contractor shall fail to perform the Work required within the Contract Times, or extended Contract Times if authorized by Change Order, then the Contractor shall pay to the Owner the full amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the Contract Times stipulated in the Contract Documents.

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

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports ~~known to Owner~~ of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by the Engineer in preparing the Contract Documents; -and

2. those drawings ~~known to Owner~~ of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities that have been utilized by the Engineer in preparing the Contract Documents).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew or should have known of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Field Order, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall/may be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

D. The dimensions and descriptions given on the Drawings for adjacent work by others, if any, (including any existing facilities or utilities previously constructed for Owner) are based on the design drawings and not as-built drawings. Prior to commencing the Work, the Contractor shall verify all as-built conditions and information whenever existing facilities or utilities may impact the Work. Failure of Contractor to so verify all as-built conditions prior to commencing the Work shall bar Contractor from later seeking additional compensation for conflicts with existing facilities or utilities.

E. Prior to the construction or installation of any proposed facility or pipeline, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities, as approved by the Engineer. No additional payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

4.05 *Reference Points*

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

grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- B. Engineer may check the lines, elevations, and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.
- C. The Contractor shall review the Contract Documents and the Project site to determine the presence and location of any property or rights-of-way monuments or markers, and to assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post, or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers. In the event these monuments or markers are covered over or disturbed, it will be the Contractor's responsibility to employ a surveyor licensed in the state of that the Project is located to re-establish those monuments or markers of property or rights-of-way, which were present prior to Work on the Project.
- D. It shall be the Contractor's responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connection to, or additions to existing structures, the elevations of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Engineer for resolution.
- E. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work. On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may issue a Work Change Directive or Change Order as appropriate regarding said condition. ~~order the portion of the Work that is in the area affected by such condition to be deleted from the Work.~~ If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment ~~becomes due~~ is made by the Owner or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as ~~may be~~ provided below in the Supplementary Conditions.

1. Surety shall be in good standing with the agency having jurisdiction over sureties and insurance companies for the state in which the Project is located.
2. Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of X or higher.
3. The surety shall have an underwriting limitation in Circular 570 in excess of the Contract Amount.
4. No surety will be accepted who is now in default or delinquent on any bond.

5.03 *Certificates of Insurance*

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

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, ~~Owner~~Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof ~~(subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations)~~. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

~~B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal

refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraphs 5.04 and 5.06 by Contractor will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. ~~Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused.~~ None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner~~Contractor as trustee or otherwise payable under any policy so issued.

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~

~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner ~~as fiduciary~~ for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner ~~as fiduciary~~ shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner ~~as fiduciary~~ shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner ~~as fiduciary~~ shall adjust and settle the loss with the insurers, ~~and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 –CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, provide quality control, 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. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor; and the Owner and Engineer will assume no responsibility therefore. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Contractor shall also designate, in writing, a representative, hereinafter referred to as Project Manager, assigned to the Project on a full-time basis during execution of the Work who shall have the authority to act on behalf of Contractor, including executing the orders or directions of the Engineer without delay. This Superintendent and/or Project Manager shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent and/or the Project Manager shall be binding on Contractor.
- C. If at any time during the Project the Superintendent or Project Manager leaves the Project site while Work is in progress, Engineer shall be notified and provided with the name of Contractor’s representative having responsible charge.
- D. Contractor shall also designate the person responsible for Contractor’s quality control while Work is in progress. Engineer shall be notified in writing prior to any change in quality control representative assignment.
- E. Prior to the Commencement of the Contract Time, Contractor shall furnish to the Owner and Engineer the names, resumes, 24 hour contact information and other relevant information associated with the Project Manager and the Superintendent that are to be assigned to this project. The Project Manager and Superintendent must be acceptable to the Owner and Engineer.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, skilled, 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. Contractor shall, upon demand from the Engineer, immediately remove any manager, superintendent, foreman or workman whom the Engineer or Owner may consider incompetent or undesirable.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

- C. Regular working hours may be Monday through Friday, excluding holidays, occurring between the hours of 7:00 AM and 7:00 PM, unless restricted otherwise. Contractor shall establish regular scheduled work times, e.g., four 10-hour days, five 8-hour days, or five 10-hour days within the hours and days allowed above. Approval for specific work outside regular scheduled work times shall be requested no less than 48 hours prior to the requested work period. Contractor shall request approval of changes in regular scheduled work times no less than one week prior to the desired change. Occasional unscheduled overtime on weekdays may be permitted provided reasonable notice is given to Engineer. Night work will not be established as a regular procedure, excluding emergencies, except with written permission. Such permission, if granted, shall be upon such terms and conditions deemed appropriate in the Engineer's sole discretion.
- D. Contractor shall pay all extra costs incurred by the Owner associated with work, outside of normal working hours, including additional support services, inspection services, testing services, utilities or other applicable costs. The cost associated with the Owner's inspection overtime will be the amounts as provided in the Supplementary Conditions per hour per individual, depending upon individuals assigned to the Project, the type of work being inspected, and the date of the invoice; i.e., allowing for salary escalation. Contractor will not be responsible for extra costs associated with inspection overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.
- E. Except in the case of emergencies or other unusual circumstances, no work shall be permitted on the project on Sunday.
- F. The Engineer will determine to what extent extraordinary onsite personnel work is required during Contractor's overtime work or working hours outside regular scheduled work hours.
- G. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, quality control, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified ~~or~~, and if not specified, shall be of good quality, and new and unused, except as otherwise provided in the Contract Documents and shall be installed in an undamaged condition. All products provided on this Project shall be products currently manufactured by the manufacturer, i.e., products shall not be discontinued or out-of-date products nor shall they be of the last production run of the product. Contractor shall incorporate the previous sentence in any contract or agreement between Contractor and subcontractor or supplier supplying products provided on this Project. All special warranties and guarantees required by the SpecificationsContract Documents 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.
- D. Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the Owner. Such assignment shall be effective upon completion of Contractor's warranty period. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the Owner. All such warranties shall be directly enforceable by the Owner. Such assignment shall in no way affect the Contractor's responsibilities and duties during the warranty period.
- E. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefor in his work without additional cost to the Owner.
- F. Equipment and Construction Plant. All equipment and construction plant shall be suitable to produce the quality of work and materials required for the satisfactory completion of the work within the Contract Time and shall be satisfactory to the Engineer. The Contractor shall provide adequate and suitable equipment and construction plant to meet the requirements of the work as specified in these Contract Documents. The Contractor shall remove unsuitable equipment from the site of the work when ordered to do so by the Engineer. The Contractor shall obtain written permission from the Owner prior to constructing temporary buildings or other structures on land owned or leased by the Owner. If permission is granted, said buildings or other structures shall comply with all applicable regulations regarding their construction and maintenance and shall be satisfactory to the Owner.

6.04 *Progress Schedule*

- A. Contractor shall provide all resources, labor, materials, equipment, services, etc. necessary to adhere to the Progress Schedule established in accordance with Paragraph 2.07 and the General Requirements as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in and the General Requirements) an updated the Progress Schedule that will not result in changing the Contract Times and an updated Schedule of Submittals with each partial payment request, but no less than monthly. Contractor's failure to provide acceptable updated Progress Schedule and Schedule of Submittals will delay processing of the pay request until receipt of the acceptable updated Progress Schedule and/or an updated Schedule of Submittals. Such ~~adjustments will~~ updates and adjustments shall comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 3. Number of anticipated days associated with weather conditions, as defined in the General Requirements, shall be included on the critical path of Project Schedule.
- B. The Contractor shall implement the detailed schedule of activities to the fullest extent possible between Project Coordination Meetings.

- C. The Contractor shall prepare its daily report by 10:00 a.m. of the day following the report date. This daily report will contain, as a minimum, the weather conditions; number of workers by craft, including supervision and management personnel on site; active and inactive equipment on site; work accomplished by schedule activity item; problems; and visitors to the jobsite.
- D. If a current activity or series of activities on the overall project schedule is behind schedule and if the late status is not due to an excusable delay for which a time extension would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the overall Project schedule so as not to delay any of the Contract milestones. The Contractor agrees that:
1. The Contractor shall attempt to expedite the activity completion so as to have it agree with the overall progress schedule. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting.
 2. If, within two weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on schedule status, the Contractor shall:
 - a. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule.
 - b. Increase the crew size or add shifts so the activity can be completed as scheduled.
 - c. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Engineer.
 3. These actions shall be taken at no increase in the Contract amount.
- E. The Contractor shall maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site.
- F. The Contractor shall cooperate with the Owner and Engineer in all aspects of the Project scheduling system. Failure to implement the Project scheduling system or to provide specified schedules, diagrams and reports, or to implement actions to re-establish progress consistent with the overall progress schedule may be causes for withholding of payment.
- G. If the Progress Schedule reflects a completion date prior to the completion date established by the Agreement, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Instead, all "float" between the completion date in Contractor's schedule and the completion date established in the Agreement shall belong to and is available to the Contractor and the Owner.

6.05 *Substitutes and "Or-Equals"*

- A. See General Requirements.——Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

~~1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

- ~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~
- ~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and~~
- ~~3) it has a proven record of performance and availability of responsive service.~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

- ~~1) there will be no increase in cost to the Owner or increase in Contract Times; and~~
- ~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

~~2. Substitute Items:~~

~~a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.~~

~~b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.~~

~~c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.~~

~~d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:~~

~~1) shall certify that the proposed substitute item will:~~

- ~~a) perform adequately the functions and achieve the results called for by the general design;~~
- ~~b) be similar in substance to that specified, and~~
- ~~c) be suited to the same use as that specified;~~

~~2) will state:~~

- ~~a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;~~
- ~~b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and~~
- ~~c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;~~
- ~~3) will identify:~~
 - ~~a) all variations of the proposed substitute item from that specified, and~~
 - ~~b) available engineering, sales, maintenance, repair, and replacement services; and~~
- ~~4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.~~
- ~~B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.~~
- ~~C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.~~
- ~~D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.~~
- ~~E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.~~
- ~~F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.~~

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. Contractor shall not be required to employ any Subcontractor, ~~Supplier,~~ or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, ~~and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued.~~ No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. Such arrangement shall not operate to make the Engineer or the Owner an arbitrator to establish subcontract limits between Contractor and Subcontractor.
- G. All Work performed for Contractor by a Subcontractor or Supplier ~~will~~shall be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. ~~Whenever any such agreement is with a~~

~~Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.~~

H. Owner or Engineer may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment.

I. Specialty Subcontractors: Contractor shall utilize the services of Specialty Subcontractors on those parts of the Work which is declared as specialty work in Specifications and which, under normal contracting practices, is best performed by Specialty Subcontractors, as required by the Engineer in Engineer's sole discretion, at no additional cost to the Owner. If Contractor desires to self-perform specialty work, Contractor shall submit a request to the Owner, accompanied by evidence that Contractor's own organization has successfully performed the type of work in question, is presently competent to perform the type of work, and the performance of the work by Specialty Subcontractors will result in materially increased costs or inordinate delays.

J. The Contractor shall perform a minimum of 20 percent of the onsite labor with its own employees.

6.07 *Patent Fees and Royalties*

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

use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction ~~permits and licenses~~ temporary permits and licenses, necessary and incidental to the due and lawful prosecution of the work, including all permits on any part of the Work as required by law in connection with the Work. Owner ~~shall~~ will assist Contractor, when required by the permitting agency necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times, or both. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
- D. It is understood and agreed that the Contractor shall be familiar with and shall observe and comply with, all Federal, State, County, and local laws, codes, ordinances, regulations, orders, and decrees, including air and water pollution and noise abatement regulations, existing, or enacted subsequent to the execution of the Contract, that in any manner affect those engaged or employed in the work, or the materials or equipment used in the work, or which in any way affect the conduct of the work. The Contractor shall strictly observe all applicable laws and regulations as to public safety, health and sanitation. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify or mitigate the provisions of these Contract Documents. The Contractor and his Surety shall indemnify and save harmless the Owner and the Engineer and all their officers, agents, and servants against any claim or liability arising from, or based on the violation of, any such law, code, ordinance, regulation, order or decree, whether by himself, his agents or his employees.
- F. Where professional engineering and/or architectural services are required in connection with any of the components required by the Contract, all Bidders and component suppliers must make certain that there is full compliance with all applicable laws of the state in which the Project is

located and any other state governing professional engineering and/or architecture. The Owner and Engineer do not warrant that any entity listed as an acceptable manufacturer is or will be in compliance with such laws.

G. Any fines levied against the Owner for failure of Contractor to properly maintain required NPDES erosion and sediment control measures or any other related requirements will be deducted as set-offs from payments due Contractor.

6.10 Taxes

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

6.11 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site Record Documents as specified in the General Requirements ~~one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference.~~ Upon completion of the Work, these record documents, Samples, and Shop Drawings ~~will~~ shall be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent pollution of or damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

G. The property, improvements or facilities at the site shall be replaced or restored to a condition as good as when Contractor entered upon the Site. In case of failure on the part of Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, or sooner in the case of an emergency, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due Contractor under this Contract.

H. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

I. The Contractor shall give due notice to any controlling person, department, or public service company, prior to adjusting items to grade and shall be held strictly liable to the Owner if any such items are disturbed, damaged or covered up during the course of the work.

J. Fire hydrants on or adjacent to the work shall be kept accessible to the fire-fighting apparatus at all times, and no material or obstruction shall be placed within 10 feet of any hydrant. Adjacent premises must be given access, as far as practicable, and obstruction of sewer inlets, gutters and ditches will not be permitted.

K. Public Safety and Convenience

1. The Contractor shall conduct his operations in a manner that will offer the least possible obstruction and inconvenience to the public and he shall not have under construction an amount of work greater than he can prosecute properly with due regard to the rights of the public.

2. Construction operations shall be conducted in a manner that will cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, buildings or other facilities in the vicinity of the work shall be maintained and temporary access facilities for public roadways shall be provided and maintained in satisfactory condition.

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

B. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work; it shall erect suitable railings, barricades, covers, or other protective devices about unfinished work, open trenches, holes, embankments or other hazards and obstructions; where hazards to workmen or the public exist. The Contractor shall provide, at all times, all necessary watchmen on the project, for the safety of employees, delivery personnel, and the general public, and to diligently guard and protect all work and materials, including Owner-furnished equipment. Construction equipment shall be suitably night-marked and lighted as necessary for safety considerations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings, ~~and~~ Samples and Other Submittals

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

1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings ~~will~~shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where ~~a Shop Drawing or Sample~~any Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

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

D. *Engineer's Review:*

1. Engineer will return as incomplete or will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval or disapproval 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 or disapproval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation Field Order thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.
4. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner or Engineer, or any officer.

agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

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.

F. Excessive Submittal Resubmission: Engineer will record time required by Engineer for excessive Submittal review occasioned by Contractor's resubmission, in excess of two resubmissions of any required Submittal, caused by unverified, unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals. Upon receipt of Engineer's accounting of time and costs, Contractor will reimburse Owner for the charges of Engineer's review for excessive resubmissions through set-offs from the recommended Owner payments to Contractor as established in Paragraph 14.02.D. of these General Conditions.

G. In the event that Contractor provided a submittal for a previously approved item, whether such is as a substitution or in addition to the previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time as may be required to perform all reviews of the substitute item, unless the change is specifically requested by the Owner.

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a ~~Shop Drawing or Sample s~~Submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification and Liability

- A. It is understood and agreed that the Contractor shall be deemed and considered an independent contractor in respect to the work covered by these Contract Documents, and shall assume all risks and responsibility for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of public enemy, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and final acceptance of the work by the Owner. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor ~~under Paragraph 6.20.A~~ shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the negligent preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. negligently giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. Contractor, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Engineer, their officers, employees, affiliated corporations, consultants, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by the Engineer.
- E. Defense of Suits: In case any action in court is brought against the Owner or the Engineer, or any officer, agent or employee of any of them, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material-men, or suppliers, the Contractor shall indemnify, defend and save harmless the Owner and the Engineer and their officers, agents and employees, from all losses, damages, costs, expenses (including attorneys' fees), judgments, or decrees arising out of such action.

6.21 *Delegation of Professional Design Services*

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

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 Project Coordination Meetings

- A. The Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant, to establish the current state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the Owner and/or the Engineer.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times or both that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contracts with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination with other contractors.

7.03 *Legal Relationships*

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

7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the work at the site be made by any separate contractor against Contractor, Owner, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer, and the officers, directors, employees, agents, and other consultants of each and any of them harmless 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 directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by any separate contractor against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them to the extent based on a claim arising out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the officers, directors, employees, agents, and other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from Owner, Engineer, or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable hereto, Contractor may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, and/or Engineer and the officers, directors, employees,

agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This Paragraph does not prevent recovery from Owner, Engineer, and/or Designer for activities that are their respective responsibilities.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

- A. Owner’s ~~shall not have any~~ responsibilities, ~~if any,~~ with respect to purchasing and maintaining liability and property insurance ~~are set forth in Article 5.~~

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the

safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

- A. Engineer will have authority to determine the actual quantities and classifications of Unit Price Work performed by Contractor. If Engineer exercises such authority, Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written

decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate

compliance with, the Contract Documents, except that Owner shall determine whether bonds, certificates of insurance and release of liens comply with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

1. Owner may, in anticipation of possibly ordering an addition, deletion or revision to the Work, request Contractor to prepare a proposal of cost and times to perform Owner's contemplated changes in the Work. Contractor's written proposal shall be transmitted to the Engineer promptly, but not later than fourteen days after Contractor's receipt of Owner's written request and shall remain a firm offer for a period not less than sixty days after receipt by Engineer.

2. Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor's receipt of a Change Order (or Work Change Directive) incorporating such change into the Work.

3. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a claim for an adjustment in Contract Price or Contract Time (or Milestones).

4. The Owner shall not be liable to the Contractor for any costs associated with the preparation of proposal associated with the Owner's contemplated changes in the Work.

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as

amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

B. In signing a Change Order, the Owner and Contractor acknowledge and agree that:

1. The stipulated compensation (Contract Price or Contract Time, or both) set forth in the Change Order includes payment for:
 - a. the Cost of the Work covered by the Change Order,
 - b. Contractor's fee for overhead and profit,
 - c. interruption of Progress Schedules,
 - d. delay and impact, including cumulative impact, on other work under the Contract Documents, and
 - e. extended home office and jobsite overhead;
2. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
3. No reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
4. No subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

10.04 *Notification to Surety*

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

10.05 *Claims and Disputes*

- A. *Engineer's Decision Required:* All Claims and disputes, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30-10~~ days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with written supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 20 days (and monthly thereafter for continuing events) after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, ~~bonuses~~, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. 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.

1. Full rental cost for rented, leased, and/or owned equipment shall not exceed the rates listed in the Rental Rate Blue Book published by Equipment Watch, a unit of Penton Media, Inc., as adjusted to the regional area of the Project. The most recent published edition in effect at the commencement of the actual equipment use shall be used.

2. Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by Engineer or accepted at reduced rates.

3. Equipment in Use: Actual equipment use time documented by the Engineer shall be the basis that the equipment was on and utilized at the Project site. In addition to the leasing rate above, equipment operational costs shall be paid at the estimated operating cost, payment category (and the table below), and associated rate set forth in the Blue Book if not already included in the lease rate.

The hours of operation shall be based upon actual equipment usage to the nearest full hour, as recorded by the Engineer.

<u>Actual Usage</u>	<u>Blue Book Payment Category</u>
<u>Less than 8 hours</u>	<u>Hourly Rate</u>
<u>8 or more hours but less than 7 days</u>	<u>Daily Rate</u>
<u>7 or more days but less than 30 days</u>	<u>Weekly Rate</u>
<u>30 days or more</u>	<u>Monthly Rate</u>

4. Equipment when idle (Standby): Idle or standby equipment is equipment on-site or in transit to and from the Work site and necessary to perform the Work under the modification but not in actual use. Idle equipment time, as documented by the Engineer, shall be paid at the leasing rate determined in 11.01.A.5.c., excluding operational costs.

5. Where a breakdown occurs on any piece of equipment, payment shall cease for that equipment and any other equipment idled by the breakdown. If any part of the Work is shutdown by the Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Engineer reserves the right to cease standby time payment when an extended shutdown is anticipated.

- 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 any of the Work that has been completed and accepted by the Owner, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D.), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage to the Work that has been accepted by Owner requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services, a fee proportionate to that stated in Paragraph 12.01.C.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as ~~telegrams~~, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

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

11.03 Unit Price Work

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

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- ~~D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~
- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
 - ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
 - ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a ~~mutually agreed~~ lump sum value fixed by the Owner or by unit price values fixed by the Owner (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and ~~agreement to a lump sum is not reached~~ where the method under Paragraph 12.01.B.2. is not selected by the Owner, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent based on subcontractor's actual Cost of the Work;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor; except the maximum total allowable cost to Owner shall be the Cost of the Work plus a maximum collective aggregate fee for Contractor and all tiered Subcontractors of 26.8 percent.
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will-may be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions,

quarantine restrictions, strikes, freight embargoes, acts of war (declared or not declared), or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall-may be entitled to an equitable adjustment in Contract Times, but not Contract Price, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- F. If the Progress Schedule reflects a completion date or milestone date prior to the completion date or milestone date established by the Contract Documents, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Should a change order be executed with a revised completion date or milestone date, the Progress Schedule shall be revised to reflect the new completion date or milestone date.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 *Tests and Inspections*

- A. Contractor is responsible for the initial and subsequent inspections of Contractor's Work to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall establish an inspection program and a testing plan acceptable to the Engineer and shall maintain complete inspection and testing records available to Engineer.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all non-contractor inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Tests required by Contract Documents to be performed by Contractor and that require test certificates to be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required testing laboratories or agencies shall meet the following applicable requirements:
1. "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

2. Basic requirements of ASTM E329, "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction" as applicable.

3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

B. If Owner stops Work under Paragraph 13.05.A. Contractor shall not be entitled to an extension of Contract Time or increase in Contract Price.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

C. Contractor shall promptly segregate and remove rejected products from the Site.

D. If rejected products or Work is not removed within 48 hours, as provided in Paragraph 13.05 above, the Owner will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, and all to the satisfaction of the Owner:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) ~~will~~shall be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

F. Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount ~~will~~shall be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time, as defined by the Engineer, after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in

Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review five copies of an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. Retainage:
 - a. _____ The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
 - b. No form of collateral in lieu of cash will be acceptable as retainage.
 - c. Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement; if any.

4. Items entitling Owner to retain set-offs from the amount recommended, include but are not limited to:
- a. Owner compensation to Engineer at an estimated average rate as specified in the Supplementary Conditions per each extra personnel hour for labor plus expenses because of the following Contractor-caused events:
 - (1) Witnessing retesting of corrected or replaced defective Work;
 - (2) Return visits to manufacturing facilities to witness factory testing or retesting;
 - (3) Submittal reviews in excess of three reviews by Engineer for substantially the same Submittal;
 - (4) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;
 - (5) Hours worked by Contractor, in excess of normal work hours as defined by Article 6.02 of the General Conditions, necessitating Engineer to work overtime;
 - (6) Return visits to the Project by Engineer for Commissioning Activities not performed on the initial visit;
 - b. Fines levied against the Owner for Contractor's performance of NPDES Erosion and Sedimentation Control Measures or other permit violations.
 - c. The repair, rebuilding or restoration of property improvements or facilities by the Owner as outlined in Paragraph 6.13.
 - d. Liability for liquidated damages incurred by Contractor as set forth in the Agreement.

14.03 *Contractor's Warranty of Title*

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

B. No materials or supplies for the Work shall be purchased by Contractor or subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of

Substantial Completion. Specific items of Work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:

1. Correction of all deficient Work items listed by all state, local, and other regulatory agencies or departments.
 2. All submittals must be received and approved by the Engineer, including but not necessarily limited to, the following:
 - a. Record documents.
 - b. Factory test reports, where required.
 - c. Equipment and structure test reports.
 - d. Manufacturer's Certificate of Proper Installation.
 - e. Operating and maintenance information, instructions, manuals, documents, drawings, diagrams, and records.
 - f. Spare parts lists.
 3. All additional warranty or insurance coverage requirements have been provided.
 4. All manufacturer/vendor-provided operator training is complete and documented.
 5. Other items of Work specified elsewhere as being prerequisite for Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior

to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may ~~request direct~~ Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to ~~be ready for sufficiently progressed towards~~ its intended use ~~and substantially complete~~. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work described in Paragraph 14.05.A.1 ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments. Under no circumstances will Contractor's application for final payment be accepted by the Engineer until all Work required by the Contract Documents has been completed.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment, if requested by the Engineer;
 - c. a list of all Claims against Owner that Contractor believes are unsettled;
 - d. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
 - e. the final Change Order signed by the Contractor to close the Contract; and
 - f. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work, if requested by the Engineer.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying all documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, ~~within ten days after receipt of the final Application for Payment,~~ indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Thereupon Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case

Contractor shall make the necessary corrections and resubmit the Application for Payment. If the Application for Payment and accompanying documentation are appropriate as to form and substance, Owner will in accordance with the applicable State or local General Law, pay Contractor the amount recommended by Engineer.

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor ~~shall~~ may be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; ~~or~~
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified;
 6. Contractor is adjudged bankrupt or insolvent;
 7. Contractor makes a general assignment for the benefit of creditors;
 8. A trustee or receiver is appointed for Contractor or for any of Contractor's property;
 9. Contractor files a petition to take advantage of any debtor's relief act, or to reorganize under the bankruptcy or applicable laws;
 10. Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment;
 11. Contractor fails to make satisfactory progress toward timely completion of the work; or
 12. Contractor repeatedly fails to make prompt payments to subcontractors or material suppliers for labor, materials or equipment.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor, unless Contractor otherwise cures the deficiency in accordance with Paragraph 15.02.D.:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

~~F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.~~

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate or discontinue, in whole or in part, 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. direct expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, ~~plus fair and reasonable sums for overhead and profit on such expenses;~~
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; ~~and~~
 4. reasonable expenses directly attributable to termination; ~~and~~
 5. ten percent overhead and profit for those costs agreed to in Paragraphs 15.03.A.1 through 15.03.A.4 above.
- B. Contractor shall submit within 30 calendar days after receipt of notice of termination a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. Owner shall review, analyze, and verify such proposal and negotiate an equitable amount and the Contract may be modified accordingly.

- C. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

- C. Except as allowed in Paragraph A above, the Contractor shall not suspend the work and shall not remove any equipment, tools, supplies, materials, or other items without the written permission of the Owner.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- ~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- ~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- ~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
- ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
 - ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~

~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, or by facsimile transmission and followed by written confirmation. to the last business address known to the giver of the notice.
- B. All notices required of Contractor shall be performed in writing to the appropriate entity.
- C. Electronic mail and messages will not be recognized as a written notice.
- D. If the Contractor does not notify the Owner in accordance with Paragraph 10.05 of the belief that a field order, work by other contractors or the Owner, or subsurface, latent, or unusual unknown conditions entitles the Contractor to a Change Order, no consideration for time or money will be given the Contractor.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

17.07 *Addresses*

A. Both the address given in the Bid form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed by Contractor, and delivered to and acknowledged by the Owner and Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.08 *Forms and Record*

A. The form of all Submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer.

B. Contractor shall maintain throughout the term of the Contract, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. The Owner, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.

C. Records to be maintained and retained by Contractor shall include, but not be limited to:

1. Payroll records accounting for total time distribution of Contractor's employees working full or part time on the work;
2. Cancelled payroll checks or signed receipts for payroll payments in cash;
3. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
4. Paid invoices and cancelled checks for materials purchase, subcontractors, and any other third parties' charges;
5. Original estimate and change order estimate files and detailed worksheets;
6. All project-related correspondence; and
7. Subcontractor and supplier change order files (including detailed documentation covering negotiated settlements).

D. Owner shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this agreement (both direct and indirect costs, including overhead allocations

as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

17.09 Assignment

A. Contractor shall not assign, sell, transfer or otherwise dispose of the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for under this Contract.

17.10 Inspection by Public Agencies

A. Authorized representatives of the federal, state, local and other governmental agencies having jurisdiction over the work or any part thereof shall have access to the work and any records relevant to the prosecution and progress of the work. The Contractor shall provide proper facilities for such access and inspection.

END OF SECTION

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition, with Barge Modifications 05/12/21). All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

The provisions in this Section of the Specifications shall govern in the event of any conflict between this Section and the General Conditions.

SC-1.01 *Definitions*

SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.3:

The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.9, Change "... and Owner and authorizes ..." to "... and Owner and Agency and authorizes ..."

SC-1.01.A.53, Change "... by Owner upon recommendation ..." to "... by Owner and Agency upon recommendation ..."

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. No reports of explorations and tests of subsurface conditions at or contiguous to the Site.
- D. No drawings of physical conditions relating to existing surface or subsurface structures at the Site have been used by the Engineer in preparing the Contract Documents.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.03 *Certificates of Insurance*

SC-5.03, following Paragraph E, add the following,

- F. Copies of endorsements showing that each additional insured identified herein have been added to the policies as an additional insured shall be attached to each of the certificates.
- G. Each insurance certificate for all coverages other than Worker's Compensation Insurance must show that a waiver of rights of recovery against any of the insured or the additional insured is in effect.
- H. Certificate for Worker's Compensation and Employer's Liability coverage must indicate inclusion or exclusion for any proprietor, partner, executive officer or member.

SC-5.04 *Contractor's Insurance*

SC-5.04.B.1, There are no other additional insureds other than the Owner and Engineer.

SC-5.04.C, following Paragraph 5.04.B.6.b, Add,

- C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees as provided in Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
 - a. Workers Compensation: Statutory limits
 - b. Employer's Liability, Each Accident: \$1,000,000
 - c. Employer's Liability, Each Employee: \$1,000,000
 - d. Employer's Liability, Disease – Policy Limit: \$1,000,000
 - 2. Contractor's General Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:
 - a. Each Occurrence: \$1,000,000.
 - b. Damage to Rented Premises (each occurrence) \$100,000.
 - c. Medical Expenses (any one person) \$5,000.
 - d. Personal and Advertising Injury: \$1,000,000.
 - e. General Aggregate: \$2,000,000.

- f. Products-Completed Operations Aggregate: \$2,000,000.
 - g. Explosion, collapse, and underground coverage shall be included with such indicated on the insurance certificate under General Liability.
 - h. The general aggregate policy limits must be designated to the Project.
 - i. Contractual Liability coverage, as required under Paragraph 5.04.B.3 must be indicated on the insurance certificate under General Liability.
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (each accident) for all owned, hired, and non-owned vehicles: \$1,000,000.
 4. Provide Excess Liability or Umbrella Liability insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
 - a. General Aggregate: \$5,000,000.
 - b. Each Occurrence: \$5,000,000.

SC-6.01 *Supervision and Superintendence*

SC-6.01. Paragraph B, second sentence,
Delete, “... on a full-time basis ...”

SC-6.01. Paragraph C,
Change, “...Project the Superintendent or Project Manager leaves the ...”
To
“...Project both the Superintendent and Project Manager leave the ...”

SC-6.02 *Labor; Working Hours*

SC-6.02 Add the following subparagraph 6.02.D.1:

1. The following rates will apply for the overtime work on behalf of the Owner: \$30.00/hour to \$60.00/hour, depending on actual Resident Project Representative assigned to the Project.

SC-6.09 *Laws and Regulations*

SC-6.09 Add the following subparagraph 6.08.H:

- H. Contractor shall perform those duties as they relate to O.C.G.A. Section 36-91-92 and O.C.G.A. Section 44-14-361.5, including filing the Notice of Commencement. Contractor shall provide Owner and Engineer with proof of having performed these duties before any progress payments or final payment shall be considered due and payable to the Contractor.

SC-6.13 *Safety and Protection*

- SC-6.13 Delete the second sentence of Paragraph 6.13.C.

SC-10.01 *Authorized Changes in the Work*

SC-10.01.A, first sentence, Change "... Owner may, at any time ..." to "... Owner may, subject to written approval by the Agency, at any time ..."

SC-14.02.D.4.e After paragraph 14.02.D. 4.d, add the following:

5. The following rates will for the additional services performed by the Engineer on behalf of the Owner:

<u>Labor Grade</u>	<u>Rate</u>
Principal Engineer	\$200 to \$275
Engineer or other Licensed Professional	\$125 to \$200
Non-Licensed Individual	\$75 to \$125

SC-14.02.E After paragraph 14.02.D, add the following:

E. Prompt Payment Clause

1. Owner and Contractor agree that all partial payments and final payments shall be subject to the Georgia Prompt Pay Act, as originally enacted and amended, and as set forth in O.C.G.A. 13-11-1 through 13-11-11, except as provided below to the extent authorized by law.
2. Interest Rate: For purposes of computing interest on late payments, the rate of interest shall be one-half percent per month or a pro-rata fraction thereof on the unpaid balance as may be due.
3. Payment Periods:
 - a. When Contractor has performed in accordance with the provisions of these Contract Documents, the Owner shall pay Contractor within 30 days of receipt by the Owner or the Owner's representative of any properly completed Application for Payment, based upon work completed or service provided pursuant to the terms of these Contract Documents.
 - b. When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, Contractor shall pay to that subcontractor and each

subcontractor shall pay to its subcontractor, within ten days of receipt by Contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractors work and materials based on work completed or service provided under the subcontract, less retainage expressed as a percentage, but such retainage shall not exceed that retainage being held by the Owner, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work as contractor in its reasonable discretion may require, including but not limited to a payment and performance bond.

4. Interest on Late Payment: Except otherwise provided in these Contract Documents and/or in O.C.G.A. 13-11-5, if a periodic or final payment to Contractor is delayed by more than the time allotted in Paragraph 14.02.E.3b, or if a periodic or final payment to a subcontractor is delayed more than ten days after receipt of periodic or final payment by Contractor or Subcontractor, the Owner, Contractor, or subcontractor, as the case may be, shall pay interest to its Contractor, or subcontractor beginning on the day following the due dates as provided in Paragraph 14.02.E.3b, at the rate of interest as provided herein. Interest shall be computed per month or a pro-rata fraction thereof on the unpaid balance. There shall be no compounded interest. No interest is due unless the person or entity being charged interest received "Notice" as provided in Paragraph 14.02.E.5. Acceptance or progress payments or final payment shall release all claims for interest on said payments.
5. Notice of Late Payment and Request of Interest: Any person or entity asserting entitlement to interest on any periodic or final payment pursuant to the provisions of this Prompt Payment Clause shall provide "notice" to the person or entity being charged interest of the charging party's claim to interest on late payment. "Notice" shall be in writing, served by U.S. Certified Mail – Return Receipt Requested at the time the properly completed Application for Payment is received by the Owner or Owner's representative, and shall set forth the following:
 - a. A short and concise statement that interest is due pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause;
 - b. The principal amount of the periodic or final payment which is allegedly due to the charging party; and
 - c. The first day and date upon which the charging party alleges that said interest will begin to accrue, pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause.
6. These "Notice" provisions are of the essence; therefore, failure to comply with any requirement as set forth in the Prompt Payment Clause precludes the right to interest on any alleged late payment to which said "Notice" would otherwise apply.

7. Integration with the Georgia Prompt Pay Act: Unless otherwise provided in these Contract Documents, the parties hereto agree that these provisions of this Prompt Payment Clause supersede and control all provisions of the Georgia Prompt Pay Act (O.C.G.A. 13-11-1 through 13-11-11), as originally enacted and as amended, and that any dispute arising between the parties hereto as to whether or not the provisions of this contract or the Georgia Prompt Pay Act control will be resolved in favor of these Contract Documents and its terms.

SC-14.04 Substantial Completion

SC-14.04.B, first sentence, change "... Owner, Contractor ..." to "... Owner, Agency, Contractor ..."

SC-17.05 After paragraph 17.05.A, add the following:

- B. The parties acknowledge that this Contract is executed in Troup County, Georgia and that the Contract is to be performed in Troup County, Georgia. Each party hereby consents to the Troup County Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement, and each party hereby waives any and all objections to venue in the Troup County Court.

END OF SECTION

Part 1 General

1.1 Section Includes

- A. Work by Contractor
- B. Contractor Use of Site and Premises
- C. Owner Occupancy
- D. Quantities

1.2 Work by Contractor

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment, and incidentals and performing all work required to construct complete in place and ready to operate the improvements shown in the Contract Documents.
 - 1. As part of the Repairs to the Walt Williams Filtration Plant project, these improvements include, but are not limited to, the following:
 - a. Roof replacement at the original 1949 building, including tear-off of existing roof and replacement with new roofing membrane, copings, and flashing.
 - b. Remove existing sealant at exterior windows and replacement with new sealant.
 - c. Removal and replacement of doors as scheduled on the drawings.
 - d. Pressure washing of exterior brick and tuckpointing of brick mortar as indicated on the drawings.
 - e. Removal and replacement of existing metal stairs as indicated on the drawings.
 - f. Removal of Precast roof panels and replacement with new metal roof decking as directed by the Engineer.

2. As part of the Walt Williams Filtration Plant Filter Rehabilitation project, these improvements include, but are not limited to, the following:
 - a. Sedimentation Basins:
 - 1) Replacement of the existing wooden stilling wall with a new fiberglass stilling wall.
 - 2) Replacement of all existing rounded grout corners, with surface repairs to deteriorated concreted basin walls, columns, and/or floor as directed by Engineer.
 - 3) Install new aluminum guardrail and kick plates.
 - 4) Crack injection as directed by Engineer.
 - b. 1949 Building:
 - 1) The replacement of filter underdrains, filter media, and trough weirs in Filters 1, 2, and 4. Filter 3 was previously rehabilitated several years ago with new underdrains and media.
 - 2) Replacement of all actuated butterfly valves and couplings, and removal and replacement of all hydraulic actuators and hydraulic piping with new electric actuators.
 - 3) Replacement of effluent rate of flow (ROF) controllers with new venturi and butterfly valve system.
 - 4) Replacement of existing internal components and HMI at the filter operation consoles with new units (all four filters).
 - 5) Replacement of the turbidimeters, controllers, and installation on a new panel system.
 - c. 1969 Building:
 - 1) The replacement of filter underdrains, filter media, surface sweeps, and filter troughs in Filters 5 – 8.
 - 2) Repair the leak in the wall between Filters 7 and 8.
 - 3) Removal of the air piping in the filter media in all Filters 5 -8.

- 4) Replacement of all actuated butterfly valves, couplings, piping supports, and removal and replacement of all hydraulic actuators and hydraulic piping with new electric actuators.
 - 5) Replacement of effluent rate of flow (ROF) controllers with new venturi and butterfly valve system.
 - 6) Replacement of backwash flow controller butterfly valve and bypass line plug valve.
 - 7) Removal of existing filter operating consoles and concrete curb with the installation of new consoles.
 - 8) Replacement of all pipe supports.
 - 9) Rehabilitation of the existing catwalk supports with new concrete pedestals.
 - 10) Recoating of all piping, walls, and ceiling in the pipe gallery.
 - 11) Replacement of the turbidimeters, controllers, and installation on a new panel system.
- d. 1992 Building:
- 1) The replacement of filter media in Filter 13 in the 1992 Building.
 - 2) Replacement of the turbidimeters, controllers, and installation on a new panel system.
- e. The Owner has issued Purchase Orders to pre-purchase the following materials and equipment:
- 1) Filter Control Valves and Actuators
 - 2) Turbidimeters (16)
 - 3) Venturi Tube Flow Meters (8)
- B. All work described above shall be performed as shown on the Drawings and as specified.
- C. Project Location
1. The equipment and materials to be furnished will be installed at the locations shown on the Drawings.

1.3 Contractor Use of Site and Premises

- A. See Section 01 35 00.

1.4 Partial Owner Occupancy

- A. The Owner will occupy existing facilities to which these improvements are being made and will continue operation during the period of construction.
- B. There shall not be any interruption in service. The Contractor is responsible for fines assessed due to his activities.
- C. Whenever, in the opinion of the Engineer, any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the work so put into use shall be performed by the Contractor at Contractor's own expense.

1.5 Quantities

- A. The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.01 Scope

- A. This Section of the Specifications is to identify materials which will be or have been purchased by the Owner for use on this Project.
- B. The Contractor shall be responsible for scheduling the delivery of the materials to the Project site, as well as establishing the hours of delivery and method of delivery to the Project site.
- C. The "Pre-purchased Materials Purchase Orders" document identifies the materials to be furnished by the Owner.

1.02 Costs

- A. The Contractor's unloading, storage, handling, labor, installation, and overhead costs, plus profit and other expenses contemplated for the prepurchased materials shall be included in Item 1 of the Bid. The Contractor shall consider the freight cost to the Project site as being prepaid.
- B. If the terms and conditions of delivery of material and services differ from those given in these Contract Documents, then the Contractor shall include the cost of differences in Item 1 of the Bid.

1.03 Adjustment of Costs

- A. Should the delivered product from the equipment manufacturer not be in accordance with the Specifications, the Contract may be adjusted by a change order.
- B. The amount of change order will not recognize any changes in unloading, storage, handling, labor, installation, and overhead costs, nor profit and other expenses caused by the adjustment of the final invoice amount.

1.04 Documentation

The Contractor shall submit listing of Prepurchased Materials that have been used with each periodic payment request.

Part 2 Products

2.01 Filter Control Valves and Actuators

- A. Supplier: EcoTech, Inc.

Prepurchased Materials

- B. General Description: Filter Control Valves and Electric Actuators. Twenty-four (24) valves with actuators for 1949 Filters, thirty-six (36) valves with actuators for the 1969 Filters, and three (3) valves with bare stem or hand-wheel actuators.
- C. Current Location: freight to project site included
- D. The following items are included in the Owner furnished materials and will be provided at no cost to the Contractor: see Purchase Order.
- E. The following items are not included in the Owner furnished materials and are the responsibility of the Contractor: installation and wiring
- F. For further information, contact the Supplier.

2.02 Turbidimeters

- A. Supplier: DWL Instrument Services, LLC.
- B. General Description: Sixteen (16) Hach TU5300 laser turbidimeters, eight (8) Hach SC 4500 controllers, and accessories
- C. Current Location: Freight to project site included
- D. The following items are included in the Owner furnished materials and will be provided at no cost to the Contractor: see Purchase Order. Installation of materials by Owner, on-site calibration and training, freight, and sample lines provided and installed by Owner.
- E. The following items are not included in the Owner furnished materials and are the responsibility of the Contractor: Mounting brackets (see drawings), conduit and wiring for power and signals to Filter Consoles.
- F. For further information, contact the Supplier.

2.03 Cast Iron Venturi Meters

- A. Supplier: Primary Flow Signal
- B. General Description: Eight (8) cast iron venturi meters
- C. Current Location: Freight to project site included
- D. The following items are included in the Owner furnished materials and will be provided at no cost to the Contractor: see Purchase Order

- E. The following items are not included in the Owner furnished materials and are the responsibility of the Contractor: installation
- F. For further information, contact the Supplier.

Part 3 Execution (Not Used)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall furnish and install the equipment identified in the Equipment Allowances. Equipment identified in the Equipment Allowances shall be subject to all provisions of these Specifications.
- B. In the event of failure of manufacture to perform, whether Goods, Special Services or schedule for such, the Contractor's sole remedy shall be against the manufacture under the terms and conditions of its procurement agreement with the manufacturer. The Owner and Engineer do not warrant the performance of the manufacturer.
- C. The terms and conditions of the Leopold / Xylem Water Solutions USA, Inc. and Engineering Solutions proposals contained in the Equipment Allowance Scope of Work of these Specifications shall be considered subject to negotiations between the successful Bidder and the Seller of the products.

1.2 Costs

- A. The Contractor shall include, in the Bid Total, the Equipment Allowances specified in the Bid for the purchase of equipment which has been pre-selected by the Owner. These allowances shall cover the cost of the equipment and services, as specified in the indicated Specification Sections, and Freight-on-Board (FOB) Job Site.
- B. The Contractor's applicable taxes, unloading, storage, handling, labor, installation, and overhead costs, plus profit and other expenses contemplated for the allowances shall be included in Item 1 of the Bid and not in the allowances.
- C. If the terms and conditions of purchase of equipment and services differ from those given in these Contract Documents, then the Contractor shall include the cost of the differences in Item 1 of the Bid.

1.3 Adjustment of Costs

- A. Should the final invoice amount from the equipment manufacturer be more or less than the specified amount of the allowance, the Contract will be adjusted by a change order. Such adjustment shall be limited to the cost directly attributable to changes authorized by the Engineer and Owner for a change in scope only.
- B. The amount of change order will not recognize any changes in unloading, storage, handling, labor, installation, and overhead costs, nor profit and other expenses caused by the adjustment of the final invoice amount. The change order will recognize changes in applicable taxes.

Equipment Allowances

1.4 Documentation

- A. Submit copies of new invoices from the equipment manufacturer with each periodic payment request.

1.5 Schedule of Equipment Allowances

- A. Instrumentation and SCADA System: Allow the amount specified in the Bid for equipment and services indicated in the Engineering Solutions Group proposal contained in Equipment Allowance Scope of Work included with the Contract Documents.
- B. Filter Equipment and Instrumentation: Allow the amount specified in the Bid for equipment and services indicated in the LEOPOLD / Xylem Water Solutions USA, Inc. proposal contained in Equipment Allowance Scope of Work included with the Contract Documents.

END OF SECTION

Part 1 General

1.1 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily in place as specified and as indicated on the Drawings.

1.2 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project complete in place as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.

1.3 Item 1 of the Bid – Repairs to the Walt Williams Filtration Plant

- A. Payment for the Item 1 of the Bid – Repairs to the Walt Williams Filtration Plant shall be made as a lump sum.

- B. The bid price for this work shall include all costs for all products and related work as shown on the Drawings which are related to the Repairs to the Walt Williams Filtration Plant except for items listed elsewhere in this Section which allow for separate payment.
- C. The cost of items included in the Repairs to the Walt Williams Filtration Plant lump sum price shall include, but are not limited to, the roof replacement of the 1949 building, including tear-off of existing roof and replacement with new roofing membrane, coping and flashing, removal and replacement of sealant at exterior windows, removal and replacement of doors as shown on the drawings, removal and replacement of metals stairs as shown on the drawings, and pressure washing of exterior brick as shown on the drawings and miscellaneous other items.

1.4 Item 2 of the Bid – Walt Williams Filtration Plant Filtration Rehabilitation

- A. Payment for the Item 2 of the Bid –Walt Williams Filtration Plant Filter Rehabilitation shall be made as a lump sum.
- B. The bid price for this work shall include all costs for all products and related work as shown on the Drawings which are related to the Walt Williams Filtration Plant Filter Rehabilitation except for items listed elsewhere in this Section which allow for separate payment.
- C. The cost of items included in the Walt Williams Filtration Plant Filter Rehabilitation lump sum price shall include, but are not limited to, filter rehabilitation, valve and actuator replacement, filter console upgrades, coating rehabilitation in the 1969 Building pipe gallery, structural repairs to the sedimentation basins, structural repairs to the 1969 Building, turbidity meter and controller replacement as shown on the drawings and miscellaneous other items.

1.5 Cash Allowances

- A. General
 - 1. 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.
 - 2. 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.
 - 3. No payment shall be provided for services that fail to verify required results.

- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.
- C. Documentation
 - 1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
 - 2. Submit results of services provided which verify required results.
- D. Schedule of Cash Allowances
 - 1. Unforeseen Conditions: Allow the amount provided in the Bid for unforeseen conditions during construction.

1.6 Unit Price Items

- A. The Contractor shall include in the Bid Total all unit price items stated in the Contract Documents. These unit prices shall cover the net cost of the services provided by a firm selected by the Owner.
- B. All variable costs associated with the replacement of the precast roof panels, including removal of existing roof panels and caulking, install of new metal roof deck and framing, additional insulation to level roof with adjacent roof panels, and all connectors and fasteners, shall be included in the unit price bid for Replacement of Precast Roof Panels. Quantities eligible for payment will be limited to the area of the concrete roof deck directed by the Engineer to be repaired.
- C. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to complete the roof deck replacement as directed by the Engineer.

END OF SECTION

Part 1 General

1.1 Scope

This section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.2 Definitions

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
 - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
 - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
 - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
 - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

1.3 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the

list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall:

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified,
2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.

1.4 Approvals

Approval, of a substitution as an acceptable manufacturer, of the Engineer is dependent on determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based; and will require no major modifications to structures, electrical systems, control systems or piping systems.

1.5 Substitutions and Options

A. After Notice to Proceed

1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
2. Where items are specified by referenced standard or specified as indicated in Article 1.3, Paragraph B above, such items shall be submitted to the Engineer for review.
3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with Section 01 33 00.

B. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.3, Paragraph B, above. Such consideration may occur only after the Notice to Proceed.
2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes preparation and submittal of a schedule of values.

1.2 General

- A. Timing of Submittal: Submit to the Engineer, a schedule of values allocated to the various portions of the work, within 10 days after Notice to Proceed. The first progress payment will not be made until the next pay cycle following the Engineer's approval of the Contractor's values.
- B. Supporting Data: Upon request of the Engineer, support the values with data which will substantiate their correctness.
- C. Use of Schedule: The schedule of values, unless objected to by the Engineer, shall be used only as a basis of the Contractor's Application for Payment.

1.3 Form and Content of Schedule of Values

- A. Form and Identification
 - 1. Type schedule on 8-1/2 x 11-inch white paper.
 - 2. Contractor's standard forms and automated printout may be used.
 - 3. Identify schedule with:
 - a. Title of Project and location.
 - b. Engineer.
 - c. Name and address of Contractor.
 - d. Contract designation.
 - e. Date of submission.
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Breakdown shall be by structure, then by CSI Format, for ease of field verification of quantities completed in each structure.

C. Format

1. Follow the Table of Contents of the Contract Documents as the format for listing the component items.
2. Identify each item with the number and title of the respective major section of the Specifications.

D. For each major line item list sub-values of major products or operations under the item.

E. For the Various Portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value, including Contractor's overhead and profit, less item a. above.

F. The sum of all values listed in the schedule shall equal the Bid Total.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this work.
- B. Scheduling and Administration by Engineer:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.2 Preconstruction Conference

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor and superintendent.
 - 4. Major subcontractors.
 - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.

Project Meetings

4. Processing of field decisions and change orders.
5. Adequacy of distribution of Contract Documents.
6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retainage.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.3 Project Coordination Meetings

- A. Attend regular monthly meetings as directed by the Engineer.
- B. Hold called meetings as the progress of the work dictates.
- C. The meetings shall be held at the location indicated by the Engineer.
- D. Representatives of the following parties are to be in attendance at the meetings:
 1. Engineer.
 2. Contractor and superintendent.
 3. Major subcontractors as pertinent to the agenda.
 4. Owner's representative as appropriate.
 5. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:
 1. Review and approve minutes of previous meetings.
 2. Review work progress since last meeting.

3. Note field observations, problems and decisions.
4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
8. Review submittal schedule; expedite as required to maintain schedule.
9. Maintenance of quality and work standards.
10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
11. Complete other current business.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

1.2 Submittals

- A. Overall Project Schedule (OPS)
 - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
 - 3. If required, resubmit within 10 days after receipt of a returned copy.
- B. Near Term Schedule (NTS)
 - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS and NTS with each progress payment request.
- D. Submit the number of copies required by the Contractor, plus four copies to be retained by the Engineer.

1.3 Approval

- A. Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the work.

1.4 Overall Project Schedule (OPS)

- A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.

B. Gantt/Bar Chart Schedule

1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be sub divided into separate activities.
2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

1.5 Near Term Schedule (NTS)

- A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30-day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

1.6 Updating

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Progress Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.

2. Identify activities which are behind schedule and describe corrective action to be taken.
3. A description of changes or revisions to the Project and their effect on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project.
- B. Photo and video files shall become the property of the Owner and none of the videos or photographs shall be published without express permission of the Owner.

1.2 Pre and Post Construction Videos and Photographs

- A. Prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.
- B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.

1.3 File Format, Media and Submittals

- A. Photographs shall be in "jpg" format.
- B. Videos shall be in a format viewable by Microsoft Windows Media Player or Apple QuickTime Player. Audio narration is desirable.
- C. Files shall be named such that what is being viewed is self evident.
- D. Files shall be submitted on a flash drive, compact disk (CD) or a digital video disk (DVD). If submitted on DVD, disk shall be recorded in "Minus R" format.
- E. The pre-construction videos and photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction videos and photographs shall be provided prior to final acceptance of the Project.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly-prepared information with graphic information at accurate scale (except as otherwise indicated) with name or preparer (firm name) indicated. The Contract Drawings shall not be reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Engineer.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, Specification Section, schedule or room numbers shown on the Contract Drawings.
 - d. Minimum assembly drawings sheet size shall be 11 x 17-inches.
 - e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
 - f. Minimum Scale:
 - i. Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
 - ii. Detail Sheet, Scale: 1/4-inch = 1 foot.
 - 2. Product Data
 - a. Product data includes standard published information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.

- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard published recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
3. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work but not processed as shop drawings, product data or samples.

1.2 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
 1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
 4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the work or materials.
 8. Applicable standards, such as ASTM .
 9. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.

10. Identification of revisions on resubmittals.
11. An 8 x 3-inch blank space for Contractor and Engineer stamps.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the work and of Contract Documents.
13. Submittals showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.3 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
 1. Supplier to Contractor (through representative if applicable)
 2. Contractor to Engineer
 3. Engineer to Contractor and Owner
 4. Contractor to Supplier

Part 2 Products

2.1 Shop Drawings

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Submit all shop assembly drawings, as a digital image, pdf format, scanned at the original scale.
- C. Submit all shop drawings as a digital image, pdf format, scanned at the original scale.

2.2 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.

Part 3 Execution

3.1 Contractor's Coordination of Submittals

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.
 - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may backcharge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
 - 1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
 - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals
 - 1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.2 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

3.3 Reviewed Shop Drawings

- A. Engineer Review
 - 1. Allow a minimum of 30 days for the Engineer's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the work, and therefore the work would be expedited if processing time could be foreshortened.
 - 2. Acceptable submittals without any comments will be marked "No Exceptions Taken".
 - 3. Submittals containing comments for clarification will be marked "Exceptions Noted".
 - 4. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 - 5. The "Rejected" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance

characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.4 Resubmission Requirements

A. Shop Drawings

1. Revise initial Drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
2. Indicate on Drawings all changes which have been made other than those requested by the Engineer.

- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

Part 1 General

1.1 Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

1.2 Submittals

A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01 33 00 with appropriate times of starting and completion of tasks to Engineer for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

1.3 Existing Facility Operations

- A. The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- B. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration.
- C. After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01 33 00 to include the time, time limits and methods of each connection or alteration and have the approval of the Engineer before any work is undertaken on the connections or alterations.
- C. Before any roadway or facilities are blocked off, the Owner's approval shall be obtained to coordinate operations for the plant.

1.4 Sequencing

A. General

1. The Contractor shall be solely responsible for all construction sequencing.
2. The completion of specific preliminary sequencing tasks will be required prior to any significant site demolition.
3. The construction schedule and tasks shall be reviewed and approved by the Engineer before site demolition begins.

- B. Notify the Owner at least ten days prior to beginning work which requires facilities to be taken out of service.

1.5 Sequencing Constraints

- A. The following construction sequencing constraints are to emphasize critical tasks of the Work in this Contract. It is not a complete list of all work to be completed.

1. A minimum of one sedimentation basin shall remain in operation throughout construction.
2. Work in the sedimentation basins shall coincide with the time frame when filters are out of service for rehabilitation.
3. Filter rehabilitation work is to be sequenced to limit filter downtime. To the maximum extent possible work shall be limited to one filter building at a time. A maximum of up to 4 filters shall be taken offline at any given time.

I. Settled Water

- a) Settled water supply to individual filter buildings cannot be isolated. Settled water can only be isolated at the sedimentation basins.
- b) Short duration shutdown of the common settled water supply line affecting both Building 49 and Building 69 shall be allowed as necessary to replace the influent valves to each filter.
- c) The duration of the shutdowns which affect more than 4 filters shall not exceed 12 hours.

II. Sweep Water Supply

- a) Sweep water supply to Building 49 can be isolated from Building 69 using an existing isolation valve in the supply piping.
 - b) A new isolation valve (FV-6903) shall be included and installed in the sweep water supply line to isolate filter building 69 during construction.
4. Manual backwash of all filters utilizing the existing Backwash Flow Controller attached to the side of existing Filter Console NO. 7 shall be maintained until new Backwash Rate of Flow Control is available to the filter.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the work.
- B. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the work, except for any completed unit of construction thereof which may heretofore have been accepted.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those from organizations which are listed in Article 1.2.

1.2 Standard Organizations

A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-Bell	PVC Pipe Association

B. Materials

AASHTO	American Association of State Highway and Transportation Officials
--------	--

ANSI American National Standards Institute
ASTM American Society for Testing and Materials

C. Painting and Surface Preparation

NACE National Association of Corrosion Engineers
SSPC Steel Structures Painting Council

D. Electrical and Instrumentation

AEIC Association of Edison Illuminating Companies
AIEE American Institute of Electrical Engineers
EIA Electronic Industries Association
ICEA Insulated Cable Engineers Association
IEC International Electrotechnical Commission
IEEE Institute of Electrical and Electronic Engineers
IES Illuminating Engineering Society
IPC Institute of Printed Circuits
IPCEA Insulated Power Cable Engineers Association
ISA The Instrumentation, Systems, and Automation Society
NEC National Electric Code
NEMA National Electrical Manufacturers Association
NFPA National Fire Protection Association
REA Rural Electrification Administration
TIA Telecommunications Industries Association
UL Underwriter's Laboratories
VRCI Variable Resistive Components Institute

E. Aluminum

AA Aluminum Association
AAMA American Architectural Manufacturers Association

F. Steel and Concrete

ACI American Concrete Institute
AISC American Institute of Steel Construction, Inc.
AISI American Iron and Steel Institute
CRSI Concrete Reinforcing Steel Institute
NRMA National Ready-Mix Association
PCA Portland Cement Association
PCI Prestressed Concrete Institute

G. Welding

ASME American Society of Mechanical Engineers
AWS American Welding Society

H. Government and Technical Organizations

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers

NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation

K. Plumbing

AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

M. Equipment

AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
-------	---

AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.
PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

1.3 Symbols

Symbols and material legends shall be as scheduled on the Drawings.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section defines the minimum scope of services to be provided by the Contractor during installation, start-up, operating test period, and operator training using factory representatives of the manufacturers of the equipment provided.
- B. Furnish all labor, materials, tools, equipment, and services for the cleaning up or preparation of all equipment which is required in conjunction with the instruction work to be performed for the Owner's personnel.
- C. Perform additional instruction of the Owner's personnel for any and all items of work that are incomplete at the time initial instruction sessions are scheduled.
- D. Although such work may not be explicitly specifically indicated elsewhere, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, and to provide instructions upon the functions of that installation.
- E. Provide instruction for all equipment and systems for which operating and maintenance data is required.
- F. Instruction sessions may be combined to some extent between several pieces of similar equipment within the same training session, but only if that combination is defined in the Contractor's instruction program submittal and approved by the Engineer.
- G. One instruction session for each major type of equipment will be required. The Contractor shall anticipate that up to ten of the Owner's employees will participate in any particular instruction session and shall be prepared to provide the required number of handouts, manuals, and tools for each session.

1.2 Qualification

- A. Qualification of the manufacturer's representatives for installation, start-up, and operator training purposes shall be appropriate for the equipment being installed. Manufacturer's representatives shall be subject to the approval of the Engineer. Where equipment has significant process complexity, furnish the services of engineering personnel knowledgeable in the process involved and the function of the equipment.
- B. References in various equipment sections of the terms "factory representative" or "field representative" shall mean an employee of the equipment manufacturer who is completely knowledgeable of the manufacturing, installation, operation and maintenance of the equipment. A sales representative does not qualify, unless it is documented that they have been specifically trained by the Manufacturer. Any field or factory representative not an active employee of the manufacturer must provide documentation from the manufacturer stating that the individual, by name, has been

formally trained in the installation, operation and maintenance of the equipment and is authorized to make the required certification to perform the required services.

1.3 Submittals

- A. No later than one hundred twenty days prior to scheduled Substantial Completion of the Work, the Contractor shall submit a list of proposed instruction sessions for the entire Project. This list shall be organized by Specification Section and its contents will be subject to the approval of the Engineer and Owner.
- B. After approval of the list of the proposed instruction sessions and no later than sixty days prior to the scheduled Substantial Completion of the Work, submit course outlines and training material for each of the approved instruction sessions. Outlines shall be organized by Specification Section, and their contents shall be subject to the approval of the Engineer.
- C. After approval of the program content, the Contractor shall submit a proposed schedule for each of the approved instruction sessions which are to be organized by Specification Section, and the scheduled dates will be subject to the approval of the Engineer.
- D. Submit a separate instruction request/report (form attached) for each system or type of equipment, subject to the Owner's approval of availability of personnel.
 - 1. Submit request/report with preliminary information indicated, to the Engineer at least two weeks prior to first instruction period.
 - 2. After each instruction session, submit three copies of the completed report to the Engineer.

1.4 Coordination

- A. Do not begin instructions until component assembly or system has been tested as specified in Section 01 75 16 and is in satisfactory operating condition.
- B. Prior to instruction sessions, assemble instructional aids, tools, test equipment, and "Final" copies of Operations and Maintenance Manuals.
- C. All instruction sessions shall be planned and scheduled such that the Owner's participants will utilize copies of the Project Operations and Maintenance Manuals which will have been previously provided. These copies are in addition to the quantities which have to be provided to the Owner under Section 01 78 23. The use of draft copies of these manuals will be acceptable.
- D. The Contractor shall schedule and coordinate the visits of factory representatives during installation, start-up and operator training in accordance with the requirements of Section 01 75 16 of these Specifications.
- E. The Contractor shall notify the Engineer 72 hours prior to any impending visit by factory representatives so that the Engineer can be present.

1.5 Installation, Start-Up, and Testing Services

- A. The Contractor shall furnish the services of a factory representative to provide the Pre-Start-Up Maintenance, Installation, Inspection, Functional Testing, and Operational Testing in accordance with Section 01 75 16 and the equipment sections of these Specifications.

1.6 Operator Training Services

- A. Provide all instruction as required to ensure understanding of all operating and maintenance procedures by the Owner designated personnel.
- B. Instruct Owner's personnel in operation and maintenance of equipment and systems. Provide all necessary instruction to satisfaction of the Owner.
- C. Training sessions shall be scheduled at the convenience of the Owner and may have to be scheduled outside of the Contractor's normal working hours.
- D. Explain use of Operating and Maintenance Manuals.
- E. Tour building areas involved and identify:
 - 1. Maintenance and access points.
 - 2. Control locations and control equipment.
- F. Explain Operating Sequences
 - 1. Identify location and show operation of switches, valves, etc., used to start, stop, and adjust systems.
 - 2. Explain use of flow diagrams, operating sequences, diagrams, etc.
 - 3. Demonstrate operation through complete cycle(s) and full range of operation in all modes, including testing and adjusting relevant to operation
- G. Explain use of control equipment, including temperature settings, switch modes, available adjustments, reading of gauges, and functions that must be serviced only by authorized factory representative.
- H. Explain Trouble Shooting Procedures
 - 1. Demonstrate commonly occurring problems.
 - 2. Note procedures which must be performed by factory personnel.
- I. Explain Maintenance Procedures and Requirements
 - 1. Point out items requiring periodic maintenance.

2. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals.
 3. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program.
 4. Identify maintenance materials to be used.
- J. Furnish all tools and/or test equipment required for proper instruction of the Owner's personnel. Tools and/or test equipment shall be distributed in "sets" with each two participants having a "set" to work with and retain upon completion of the instruction. Each participant shall sign for their tools at the start of the instruction session, and copies of the assignment documents shall be provided to the Engineer by the Contractor.
- K. Thirty-day operating period after start-up: The manufacturers' representative for each piece of equipment shall return to the Project site 30 days after successful completion of the operating test to review the equipment performance, correct any equipment problems, and conduct follow-up operation and maintenance classes as required by the Owner. This follow-up trip is required in addition to the specified services of manufacturer's representative prior to and during equipment start-up. At this time, if there are no equipment problems, each manufacturer shall certify to the Owner in writing that his equipment is fully operational and capable of meeting operating requirements. If the certification is accepted by the Engineer and Owner, the Contractor may request Substantial Completion inspection for the associated portion of the Work in accordance with provisions specified elsewhere in these contract Documents. If the equipment is operating incorrectly, the factory representative will make no certification to the Owner until the problems are corrected and the equipment demonstrates a successful 30 days operating period.
- L. Six-month operating period after start-up: The manufacturer's representative for each piece of equipment shall return to the Project site six months after the successful completion of the operating test to review the equipment performance, correct any equipment problems, and conduct follow-up operation and maintenance classes as required by the Owner. This follow-up trip is required in addition to the specified services of manufacturer's representative prior to and during equipment start-up. At the time of this trip, if there are no equipment problems, each manufacturer shall certify to the Owner in writing that his equipment is fully operational and capable of meeting operating requirements. If the equipment is operating incorrectly, the service representative will make no certification to the Owner until the problems are corrected and the equipment demonstrates a successful 30-day operating period after problems are corrected.

1.7 Documentation

- A. The Contractor shall obtain from all manufacturers an electronic file of all operation and training information and training presentation materials in searchable Adobe Acrobat Portable Document Format (PDF). The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. File(s) shall be

identified by specification section. All documents shall be scanned at 300dpi or greater utilizing optical character recognition (OCR) software. All text in the document must be text selectable with the exception of pages which are in their entirety drawings or diagrams. Word searches of the PDF document must function successfully. PDF files that fail to comply with the indexing and searchable features described above will not be acceptable.

- B. At the completion of each training session, the training session will be certified by representatives from the Manufacturer, Contractor, Owner and Engineer. A training attendance roster for each session identifying all participants shall be delivered by the Contractor to the Engineer.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

EQUIPMENT AND SYSTEMS INSTRUCTION REPORT

PROJECT: _____

SYSTEM OR EQUIPMENT: _____

CONTRACTOR NAME: _____ CONTRACT NO. _____

SPECIFICATION SECTION

NOTE: The Contractor's Representative must maintain and complete this report during instruction.

PRELIMINARY INFORMATION

1. To be completed by the Contractor:

A. Proposed dates for instruction period: From _____ To _____

B. Name of Representative Instructor: _____

C. Approximate number of hours of training required: _____

2. To be completed by the Owner:

A. Owner's Designated Personnel to receive instruction: (Identify supervisor, if required).

- | | |
|----------|-----------|
| 1) _____ | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

B. Training Session Location: _____

RECORD INFORMATION (To be Completed after Instruction Session)

Instructor's Signature: _____ Date Instruction Completed: _____

Engineer's Signature: _____

Owner's Signature: _____

SPECIAL CONSIDERATIONS/NOTES:

Part 1 General

1.1 Scope

- A. Temporary facilities required for this work include, but are not necessarily limited to:
 - 1. Temporary utilities such as water and electricity.
 - 2. First aid facilities.
 - 3. Sanitary facilities.
 - 4. Potable water.
 - 5. Temporary enclosures and construction facilities.

1.2 General

- A. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the Owner.
- C. Removal: Remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.3 Quality Assurance

- A. Temporary Electric: Installation of all temporary electric facilities shall comply with NECA, NEMA and UL standards and regulations for such facilities. Install service to comply with NFPA 70.

1.4 Temporary Utilities

- A. General
 - 1. Provide and pay all costs for all water, electricity and other utilities required for the performance of the work unless otherwise specified.
 - 2. Pay all costs for temporary utilities until Project completion.
 - 3. Costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.

Temporary Facilities and Controls

4. Owner will make available potable water for the contractor's use at the standard City rates.
5. Once permanent power has been connected to the Membrane Building, the Owner will assume responsibility for the cost of power within the building. Should there be more than two failures of the functional or operational tests of a particular unit or system, the Contract may be liable for the cost of power lost due to such failed tests.

B. Temporary Water

1. Connect to existing facility water system. Provide reduced pressure backflow prevention.
2. Provide all necessary temporary piping. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing, as necessary.
3. Upon completion of the Work, remove all such temporary piping.
4. Provide and remove water meters, as required by governing authority. Owner will furnish, and contractor shall install a compound meter for domestic potable water use.

C. Temporary Electricity

1. The Contractor shall provide its own generators or make arrangements for temporary power.
2. Provide all necessary wiring for the Contractor's use.
3. Provide main service disconnect and over-current protection at convenient location.
4. Furnish, locate and install area distribution boxes such that the individual trades may use their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.
5. Existing receptacles may not be utilized during construction.
6. If existing site lighting is disabled during construction, provide and maintain temporary lighting to exterior work areas for routine plant operations.
7. The Contractor shall set up account and pay all costs for electrical service.

D. Temporary Ventilation

1. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases. Provide temperature or humidity control, if required to meet required installation conditions.

- E. Temporary Heating
 - 1. Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed equipment.

- F. Temporary Sewer Facilities

- 1. Prior to starting the work, the Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation.
- 2. Existing sanitary facilities may not be used.
- 3. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the work is performed. Adequacy of these facilities will be subject to the Owner's review and maintenance of same must be satisfactory to the Owner at all times.

1.5 First Aid Facilities

- A. The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Owner's personnel.

1.6 Potable Water

- A. The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, engineers and the Owner who are associated with the work.

1.7 Enclosures and Construction Facilities

- A. Furnish, install and maintain for the duration of construction, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.
- B. All temporary enclosures and sheds located within construction areas or within 30 feet of existing building lines shall be noncombustible, in accordance with ASTM E136. Comply with NFPA 241.

1.8 Parking Facilities

- A. Arrange for temporary surface parking areas for the Contractor's and Contractor's subcontractors' personnel. Existing facilities provided by the Owner shall not be used for parking by the Contractor's or subcontractor's personnel.
 - 1. Designate two parking spaces for Engineer.

Temporary Facilities and Controls

- B. When site space is not adequate, provide additional off-site parking.
- C. Maintain all roads, both temporary and permanent, in passable condition for all traffic. Any road blockage shall be coordinated with Engineer, Owner, and governing authorities.

1.9 Field Offices

- A. Contractor's Office: Weather-tight, with lighting, electrical outlets, heating and air conditioning equipment, sanitary facilities, and equipped with following items:
 - 1. Desks, 30"x60" – minimum two.
 - 2. Folding table, 30"x60".
 - 3. Chairs – minimum four.
 - 4. Photocopy machine.
 - 5. Waste Paper Receptacles.
 - 6. Compact refrigerator – minimum 4.3 cubic feet.
- B. Provide space for project meetings, with table and chairs to accommodate twelve persons.
- C. Contractor shall maintain field offices in good repair and acceptable appearance and shall provide weekly cleaning service and constant maintenance and replenishment, as applicable, of paper towels, paper cups, soap, toilet paper, and potable water supply. Failure to comply with the requirements of this paragraph may be cause for withholding of progress payments.

1.10 Removal

- A. Remove temporary above ground or buried utilities, materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. These general equipment stipulations apply, in general, to all equipment and piping. They supplement the detailed equipment Specifications, but in case of conflict, the detailed equipment Specifications shall govern.

1.2 Coordination

- A. The Contractor shall assume full responsibility for the coordination of the installation of all equipment, materials and products furnished under these Contract Documents. The Contractor shall be completely responsible for verification that all structures, piping and equipment components furnished by the Contractor and/or subcontractors and suppliers are compatible. The Contractor shall start-up each equipment system and shall make all necessary alterations. All such alterations shall be made at the Contractor's expense.

1.3 Unit Responsibility

- A. Equipment manufacturers assigned unit responsibility for systems comprised of several components shall be responsible for furnishing a complete system in accordance with the requirements of these Specifications. The manufacturer shall be responsible for all coordination between component manufacturers and shall provide all submittals, installation and start-up services and certifications on the system as a unit.

1.4 Adaptation and Location of Equipment

- A. No responsibility for alteration of a planned structure to accommodate other types of equipment will be assumed by the Owner. Equipment which requires alteration of the structures will be considered only if the Contractor assumes all responsibility for making and coordinating all necessary alterations. All such alterations shall be made at the Contractor's expense.
- B. The Contractor shall install the work in such manner that the equipment, piping, vents, conduit, panels, ductwork and appurtenances be as neatly installed with adequate space for maintenance and passage of personnel.

1.5 Equipment Warranty

- A. The Contractor shall warrant all equipment against faulty or inadequate design, improper assembly or erection, defective materials, breakage or other failure. The warranty period shall be defined in Section 01 78 36 – Warranties of these Specifications.

1.6 Workmanship and Materials

- A. All equipment shall be designed, fabricated and assembled in accordance with the most modern engineering and shop practice. Individual parts shall be manufactured to

standard sizes and gauges so that repair parts, furnished at any time, can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall be new and shall not have been in service at any time prior to delivery, except as required by tests.

- B. Materials shall be suitable for service conditions. Iron castings shall be tough, close grained, gray iron free from blowholes, flaws or excessive shrinkage and shall conform to ASTM A 48, Class 30 minimum. Plugging of defective castings shall not be permitted. Castings shall be annealed to remove internal stresses prior to machining and shall have the mark number and heat number cast on them.
- C. Except where otherwise specified, structural and miscellaneous fabricated steel used in items of equipment shall conform to the Standards of the American Institute of Steel Construction. All structural members shall be considered as subject to shock or vibratory loads.
- D. All replaceable or expendable elements such as filters, screens, drive belts, fuses and lamps shall be easily accessible and replaceable without need of dismantling equipment or piping. All such items shall be of a standard type that is readily available from multiple suppliers.
- E. Threaded openings for drains or vents in pump volutes, compressor or fan scrolls, air receivers, and heat exchangers which are plugged during normal operation shall be provided with stainless steel plugs.
- F. All equipment delivered to the Project site shall include detailed installation instructions and a parts list.

1.7 Equipment Specifications

- A. The use of singular or plural terminology in the Specifications is not intended to define the number of units required to fulfill Contract requirements. Bidders must consult the Drawings and Specifications to determine how many units of a particular piece of equipment are required. This does not relieve the Contractor of the responsibility to provide all equipment specified when multiple units are specifically required in the Specifications.

1.8 Operating Fluids and Gases

- A. All operating fluids and gases recommended by the manufacturer and required for operation of the equipment shall be provided in sufficient quantity by the Contractor to fill all equipment and to replace all fluids and gases consumed during testing and start-up.

1.9 Lubrication and Lubrication Fittings

- A. Equipment shall be adequately lubricated by systems which require attention no more frequently than weekly during continuous operation. Lubrication systems shall not require attention during start-up or shutdown and shall not waste lubricants.

- B. Lubricants of the type recommended by the equipment manufacturer shall be provided in sufficient quantity by the Contractor to fill all lubricant reservoirs and to replace all lubricants consumed during testing, start-up and initial operation. The Contractor shall provide sufficient quantities of lubricants to lubricate all equipment for one year of normal service before final acceptance of the equipment will be made by the Owner.
- C. Where special run-in oil or storage lubricants are used, they shall be flushed out and replaced with the required service lubricant by the Contractor.
- D. Tag each piece of equipment with a cloth tag showing proper type lubricant, period between lubrications, date of lubrication and worker's initials. Have space for 10 lubrication notations.
- E. Except for rotating shaft couplings, all lubrication fittings shall be brought to the outside of all equipment so that they are readily accessible from the outside without the necessity of removing covers, plates, housings or guards. Fittings shall be accessible from safe, permanent platforms or walk areas. Fittings shall be of the bull-neck, check type for use with a portable high pressure grease gun. Connection from a remote fitting to the point of use shall be with minimum 3/16-inch stainless steel tubing, securely mounted parallel to equipment lines and protected where exposed to damage.

1.10 Grouting

- A. In accordance with Section 03 60 00, a special epoxy, non-shrink, or sand-cement grout shall be used in the placement of all pump, motor and equipment baseplates or bedplates, column baseplates, other miscellaneous baseplates and other grouting applications as shown on the Drawings.

1.11 Welding and Brazing

- A. All welds shall be sound and free from embedded scale and slag. All butt welds shall be continuous, and where exposed to view, shall be ground smooth. All continuous welds shall be gas and liquid-tight. Welds in piping shall have full penetration and shall be smooth on the inside of the pipe. Intermittent welds shall have an effective length of at least 2-inches and shall be spaced not more than 6-inches apart.
- B. All welding of steel and aluminum, including materials, welding techniques, general safety practices, appearance and quality of welds, and methods of correcting defective work, shall conform to the latest requirements of AWS Specifications. Structural steel welding shall conform to the requirements of the AWS Structural Welding Code. The general recommendations and requirements of the AWS Structural Welding Code shall also apply to welded aluminum structures. The welding process and welding operators shall meet qualification tests and welding performance tests in accordance with the latest provisions of ASME Boiler and Pressure Vessel Code, Section IX, Welding and Brazing Qualifications. Welding process and qualification procedures for welding of pipe shall conform to the latest requirements of ANSI B31.1, Section 327, Welding, and Section 328, Brazing and Soldering. All welding qualification tests shall be witnessed by the Engineer, except as provided herein. All costs associated with the qualification or testing of welders and welding operators shall be borne by the Contractor.

- C. Welding of stainless steels shall be performed by the MIG or TIG process, in accordance with ASME and AWS recommendations. After welding is completed, the welds shall be ground smooth, where required, and all welds shall be pickled and passivated such that the weld will be no less corrosion resistant than the base metal welded.
- D. Reports certifying that the welding procedures, welders and welding operators that the Contractor intends to use meet the requirements specified above. These reports shall be submitted to the Engineer prior to beginning the work. In the case of welder qualifications for shop welding and for carbon steel field welding, welders presenting certified qualification papers validated within the preceding 6-month period will not be required to take the qualification tests. In the case of field welding of stainless steel or aluminum, all welders shall be required to take the qualification tests regardless of past experience or availability of certified qualification papers.
- E. Field welding practices shall conform to OSHA construction standards, Part 1926, Subpart J, Welding and Cutting. Shop welding practices shall conform to OSHA General Industry Standards, Part 1910, Subpart Q, Welding, Cutting, and Brazing.
- F. Welding electrodes for structural steel shall conform to the standard recommendations of the AISC. Welding electrodes for stainless steel shall conform to applicable AWS Specifications and shall be as recommended by "Welded Austenitic Chromium-Nickel Stainless Steels, Techniques and Properties", published by the International Nickel Company, New York, New York. Welding electrodes for aluminum shall conform to applicable AWS Specifications.
- G. Each welder and welding operator must identify all welds with welder's assigned symbol.
- H. Welders performing unsatisfactory work shall be removed from the welding process.
- I. The Owner may inspect any weld by radiographic or other means. Welds not in accordance with the requirements specified herein shall be repaired or replaced at the Contractor's expense. Excessive porosity, nonmetallic inclusions, lack of fusion, incomplete penetration and cracking shall constitute grounds for rejection of welds.

1.12 Erection and Setting

- A. In the erection and setting of all fabricated equipment, the Contractor shall exercise care to ensure that each item of equipment is adequately supported so as not to bend or distort under its own weight until adequate foundation support and anchorage are provided. Where lifting lugs, angles or clips are provided on equipment, they shall be used in erecting and setting the equipment. Erection and setting of equipment and structural steel shall conform to the requirements of OSHA Construction Standards, Part 1926, Subpart R, Steel Erection, Subpart H, Material Handling, Storage, Use, and Disposal, and Subpart N, Cranes, Derricks, Hoists, and Conveyors. Erection of structural steel shall conform to the latest requirements of the AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.

- B. During placement and prior to any grouting or connection of adjacent piping, the equipment shall be leveled and aligned true to level, plumb, alignment and grade with all parts bearing or fitting the structure or equipment accurately and securely. It shall not be permitted to cock out of alignment, nor shall the Contractor redrill, reshape or force fit any fabricated items.
- C. The Contractor shall take all measurements necessary to properly fit Contractor's work in the field, and Contractor shall be governed by and responsible for these measurements and the proper working out of all details. The Contractor shall be responsible for the correct fitting of all work in the field and the accurate placement of all anchor bolts installed by Contractor.
- D. The Contractor shall bring all parts to be erected or assembled into close contact. Before assembly, all surfaces to be in contact with each other shall be thoroughly cleaned. Drift pins may be used only for bringing members into position, never to enlarge or distort holes. Torching or burning of holes or cutting of fabricated items to correct misalignment or shop errors shall not be permitted. Enlargement of holes necessary to make field connections shall be done only with the Engineer's approval by reaming with twist drills and in a manner acceptable to Engineer.
- E. All equipment shall be furnished with suitable eyebolt lifting lugs or lifting angles to facilitate handling.
- F. All flanged piping connections shall be "Two-Holed" such that the two upper-most flange bolt holes are horizontal.

1.13 Special Tools and Accessories

- A. Equipment requiring periodic repair and adjustment shall be furnished complete with all special tools, instruments and accessories required for proper maintenance. Special tools and accessories shall include those tools and accessories not normally available in an industrial hardware or mill supply house. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

1.18 Shop Priming and Painting

- A. All equipment shop priming and painting, including surface preparation, workmanship and materials, shall be as specified in Section 09 90 15 of these Specifications.

1.19 Field Priming

- A. All iron and carbon steel surfaces not specified to be galvanized or shop primed and all ferrous or nonferrous surfaces specified to be field primed and painted shall be coated in the field with one or more coats of primer in accordance with the requirements of Section 09 90 15 of these Specifications

1.20 Field Painting

- A. Except for interior surfaces of vessels and enclosed equipment not specified to be field painted, all ferrous and nonferrous surfaces of equipment which have received one or more coats of shop or field applied primer shall be field painted after installation in accordance with the requirements of Section 09 90 15 of these Specifications.

1.14 Galvanizing

- A. All galvanizing shall be done by the hot-dip process after fabrication in conformity with requirements of ASTM A 123, Grade 100; ASTM A 153, ASTM A 384 and ASTM A 385. Articles to be galvanized shall be pickled before galvanizing. Articles to be painted shall not be quenched.
- B. Where galvanized bolts are specified or required by the Drawings, zinc plated bolts will be acceptable provided zinc plating conforms to ASTM B 633, Type II.
- C. Areas of galvanizing damaged at the factory by welding or burning or otherwise damaged shall be thoroughly stripped and cleaned and recoated with zinc to the required thickness by the hot dip process. Areas of galvanizing damaged in the field during transportation, handling or installation shall be stripped, cleaned, and recoated with zinc to the required thickness in accordance with ASTM A 780, Annex A3.
- D. Galvanized articles shall be free from uncoated spots, blisters, flux, black spots, dross, projections and other defects not consistent with acceptable galvanizing practice.
- E. Zinc and cadmium plating shall be subject to visual examination to determine uniformity of coating. The Engineer may require that the coating uniformity be tested in accordance with ASTM A 239 or ASTM E 376.

1.15 Hydraulic Systems

- A. All pipes, tubes and hoses for hydraulic fluid shall be securely restrained against movement.
- B. All hydraulic fluid reservoirs for hydraulic power packs shall be equipped with a low level shut-off mechanism which shall stop operation of the power pack when the level of fluid in the reservoir reaches a predetermined low level.
- C. All hydraulic systems shall be equipped with an alarm to notify the operator of system malfunction.

1.16 Noise Criteria

- A. Unless otherwise specified, noise levels for all operating equipment shall not exceed 90 dB at 5 feet from the equipment when measured on the A scale of a calibrated sound level meter at slow response.
- B. Noise criteria shall be met without the use of special external barriers or enclosures.

1.17 Identification of Piping and Equipment

- A. Equipment: All major items of equipment shall have an identification nameplate and dataplate.
1. Nameplates: The Contractor shall submit a suitable list of all items of major equipment to the Engineer, who will furnish the Contractor with an identification numbering system. The nameplates shall be of Type 304 stainless steel, No. 6 finish, and not less than No. 16 gauge with indented stamped lettering. Nameplates shall be attached to equipment bases in easily visible and accessible locations. Nameplates shall be fastened in a permanent manner, arranged not to damage the equipment, with not less than four stainless steel fasteners.
 2. Dataplates: Each item of mechanical equipment shall be provided with a stainless steel dataplate. Separate dataplates shall be provided for motors, engines and driven equipment. Dataplates shall include the following minimum information:
 - a. Name of equipment (from equipment specifications).
 - b. Manufacturer.
 - c. Model designation.
 - d. Serial number.
 - e. Rated horsepower.
 - f. Service factor.
 - g. Electrical and insulation data.
 - h. Speed (rpm).
 - i. Capacity and head (discharge pressure).
 - j. Net weight.
 - k. Lettering shall be upper case, block style in size and spacing to suit the nameplate. The identification nameplates shall not be painted.
- C. Valves: All valves shall be identified with a round stainless steel disc, approximately 1-1/2-inches in diameter and not less than No. 14 gauge, coated with a clear lacquer. Discs shall be fastened to valves in a permanent manner; attachment by chain to handwheels or other operators shall not be acceptable. Discs shall be stamped using indented numerals and/or letters with a valve number corresponding to its identification number in the valve schedule to be included in the operation and maintenance manual.
- D. All pushbutton stations, switches, motor controllers, transmitters and other control equipment shall have identification nameplates of the engraved, laminated plastic type affixed to or adjacent to the switch, pushbutton station, etc.

- E. All manufacturer's nameplates, identification nameplates and ASME code plates located on areas of equipment to be insulated shall be removed and reattached on uninsulated areas in a manner acceptable to the Engineer.

1.18 Safety Signs

- A. Permanent safety signs shall be furnished and installed on all mechanical and electrical equipment where a hazard may exist. Signs shall be made in accordance with current OSHA requirements and shall be suitable for exterior use. Mounting details shall be in accordance with manufacturer's recommendations; location in accordance with governing agency regulations. Fasteners shall be stainless steel.
- B. Safety signs shall be approximately 10-inches high by 14-inches wide, colored yellow and black on minimum 0.080-inch aluminum stock.
- C. Safety signs shall be furnished and will include, but not be limited to, the following:
- The following sign shall be affixed to all equipment which may be started automatically from a remote location:
CAUTION
THIS EQUIPMENT MAY START AUTOMATICALLY BY REMOTE CONTROL
 - The following sign shall be affixed to all electrical equipment or instrument panels, as applicable:
CAUTION - SHOCK HAZARD
THIS EQUIPMENT IS POWERED BY MULTIPLE SOURCES
CONTACTS MAY BE ENERGIZED AFTER LOCAL POWER IS DISCONNECTED
 - The following sign shall be provided at all areas where oxygen or flammable materials are stored or used (colored red, white and black):
DANGER
NO SMOKING, MATCHES, OR OPEN FLAMES
 - The following sign shall be affixed to all entrance hatches or access manways on covered tanks and vessels:
CAUTION
OXYGEN DEFICIENT OR TOXIC CONDITIONS MAY EXIST
FOLLOW PRESCRIBED PROCEDURES BEFORE ENTRY
 - The following sign shall be provided at all compressor vents and equipment blowoffs:
CAUTION
LOUD BLOWDOWN MAY OCCUR WITHOUT WARNING
 - All chemical or hazardous material storage tanks containing flammable, toxic, reactive and otherwise unstable materials, or materials representing a personnel safety hazard shall be labeled in accordance with NFPA 704. Signage shall be applied to the tank exterior at all four architectural elevations (N, S, E & W) as well as the filling station. The NFPA signs shall have the color coded diamonds and shall indicate the actual chemical name and emergency response info.

Part 2 Products
(NOT USED)

Part 3 Execution
(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.

1.2 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

1.3 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Product Storage and Handling Requirements

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.2 Storage and Protection

A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Owner.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's recommendations.

B. Protection

1. Use all means necessary to protect the materials, equipment and products in accordance with manufacturer's recommendations of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Substantially constructed weather-tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Owner and at no additional cost to the Owner.

- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products

shall be stored with one end elevated to facilitate drainage.

- E. Unless otherwise permitted in writing by the Owner, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.3 Extended Storage

- A. In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

1.4 Owner Furnished Equipment

- A. The Contractor shall provide storage and protection for all Owner furnished equipment and materials, including extended storage as specified above.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, cutting and patching work as indicated on the Drawings, herein specified and as necessary for proper and complete performance of the work.
- B. Requirements for cutting and patching may be described in various sections of these Specifications.
- C. Execute cutting, including excavating and filling, or patching of work required to:
 - 1. Make several parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of the Contract Documents.
 - 5. Remove samples of the installed work as specified for testing.
 - 6. Install specified work in existing construction.
- D. In addition, upon written instruction of the Engineer:
 - 1. Uncover work to provide for the Engineer's observation of covered work.
 - 2. Remove samples of the installed materials for testing.
 - 3. Remove work to provide for alteration of existing work.
- E. Protection of Work
 - 1. Do not endanger any work by cutting or altering the work or any part of it.
 - 2. Do not cut or alter the work of another contractor without written consent of the Engineer.

1.2 Submittals

- A. Prior to cutting which affects the structural safety of the Project or the work of another contractor, submit a written notice to the Engineer requesting consent to proceed with cutting. The notice shall include:

Cutting and Patching

1. Identification of Project.
 2. Description of defective work.
 3. Necessity for cutting.
 4. Effect on other work or on the structural integrity of the Project.
 5. Description of the proposed work including:
 - a. Scope of cutting and patching.
 - b. Subcontractor and trades to execute work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 6. Alternatives to cutting and patching.
 7. Designation of party responsible for the cost of cutting and patching.
- B. Cost Estimate: Prior to cutting and patching performed on instruction of the Engineer, submit a cost estimate.
- C. Should conditions of the work or the schedule necessitate alternative materials or methods, submit a written recommendation to the Engineer that includes:
1. Compelling conditions for alternative materials or methods.
 2. Recommended alternative materials or methods.
 3. Submittals as required for substitutions.
- D. Uncovered Work: Submit written notice to the Engineer designating the time the work will be uncovered for the Engineer's observation.

1.3 Payment for Cost

- A. Contractor's Costs: Costs caused by ill-timed or defective work or work not conforming to the Contract Documents, including costs for additional services of the Engineer, shall be paid by the Contractor.
- B. Owner's Costs: Cost of work done as the result of the Engineer's/Owner's instructions, which is not shown on the Drawings or specified, other than defective or non-conforming work, will be paid for by the Owner.

Part 2 Products

2.1 Materials

- A. All products and materials shall conform to the requirements of the Specifications for the type of work being performed, except where no products are specified in these Specifications for the item being replaced; then the products and materials shall be of an equivalent type, quality, thickness and width of the item removed.

Part 3 Execution

3.1 Inspection

- A. Inspect existing conditions of the work including elements subject to movement or damage during cutting and patching or excavating and backfilling.
- B. After uncovering work, inspect conditions affecting the installation of new products.

3.2 Preparation

- A. Provide shoring, bracing and support as required to maintain structural integrity of the Project.
- B. Provide protection for other portions of the Project and provide protection from the elements.

3.3 Performance

- A. Execute fitting and adjustments of products to provide finished installation that complies with specified tolerances and finishes.
- B. Execute cutting and demolition by means that will prevent damage to other work and will provide proper surfaces to receive installation of repairs and new work.
- C. Restore work which has been cut or removed and install new products to provide completed work in accordance with the requirements of the Contract Documents.
- D. Refinish entire surfaces as necessary to provide an even finish. Continuous surfaces shall be refinished to the nearest intersection and assemblies shall be entirely refinished.

END OF SECTION

Part 1 General

1.1 Work Included

- A. Section includes requirements for cleanup, re-stabilization, restoration, and disposal to maintain a safe and well-kept job site and properly repair disturbed areas.

1.2 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.3 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

1.4 Cleaning During Construction

- A. (For Interior Areas) Proceed with construction cleanup concurrently with construction progress.
 - 1. Remove mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause accidents to persons or properties.
 - 2. Remove water from floor areas where electrical power tools are to be used, and prevent stains on concrete that will be exposed in finish work.
 - 3. Select and employ cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
- B. (For Exterior Areas) Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on driveways, parking lots or streets will not be permitted as a substitute for sweeping or other methods.
 - 1. The road(s) on the construction site shall be paved immediately after the installation of underground utilities and the construction and underground/final

inspection of storm drainage, curbs, and gutters. The exit road on the construction site shall be paved first.

2. Vehicles exiting the construction site shall have all dirt clods and mud removed from their tires.
 3. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.
 4. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.
 5. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
- C. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

1.5 Final Cleaning

- A. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the Owner.
- B. Thoroughly clean all equipment and materials installed and deliver over such materials and equipment in a bright, clean, polished and new appearing condition.
- C. Restore or replace all landscape features scarred or damaged by the Contractor's equipment or operations as nearly as possible to original condition, at the Contractor's expense. The Owner will approve the method of restoration to be used.
- D. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Owner. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The restored areas shall be filled, graded, and spread with sufficient topsoil to provide a minimum depth of four inches of suitable soil for the growth of grass, and the entire area shall be seeded or sodded with the original type of grass. Areas shall be restored to original contours as shown on the Plans. If the Plans do not cover the specific areas to be restored, the areas shall be graded to drain and give a smooth transition to the surroundings.

1.6 Measurement and Payment

- A. No separate payment will be made for any items of work, materials, parts, equipment, supplies, or related items required to perform and complete the requirements of this section. The costs for all such items required shall be considered subsidiary to other items of this Contract and shall not be paid for separately.

1.7 Disposal of Waste

- A. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials and shall include liquid and solid wastes.
- B. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- D. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Waste removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of type of waste being disposed. The acceptable types of permitted disposal facilities are as follows:
 - 1. Inert Waste Landfills
 - 2. Municipal Solid Waste Landfills
 - 3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.
- G. Exceptions to Paragraph F are as follows:
 - 1. Hazardous waste shall be disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-11.
 - 2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.
 - 3. Excess earth material and excess excavated rock material may be placed on sites for which the Contractor provides to the Owner a signed affidavit from the property owner that the placement of such material is acceptable to the property owner. The Contractor and property owner shall be responsible for all permitting of such disposal.

- H. No waste shall be placed at a transfer station facility.
- I. The Contractor shall maintain records related to all waste removed from the Project site so as to allow the Owner or the Engineer to readily determine the following:
 - 1. Date waste removed from Project site.
 - 2. Name of hauler (company and driver) transporting such waste.
 - 3. General description of waste transported.
 - 4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the provision of all labor and material required to perform installation inspection and start-up of all equipment and mechanical systems installed under this Contract.
- B. The work defined under this Section includes providing the services of a trained factory representative in accordance with the requirements of Section 01 43 33 of these Specifications.
- C. Certification of start-up and full testing shall be performed by the manufacturer using the services of a factory representative trained in this type service.
- D. Unless otherwise specified, the Contractor shall furnish all labor, materials, water, air, oil, power, fuel, chemicals, test equipment and other items required to conduct the field tests, including any retests.
- E. The cost of all field testing shall be included in the Contract Price and no separate payment will be made.
- F. The Owner will furnish at no cost chemicals for the Contractor's use which are to be consumed for the treatment operations, including such needed for testing, startup and initial filling of chemical vessels. Contractor shall perform all labor and handling in the use of such chemicals. Should there be more than two failures of the functional or operational tests of a particular unit or system, the Contract may be liable for the cost of chemicals lost due to such failed tests. The Owner will not furnish any chemicals associated with the cleaning and disposal of the membrane shipping and storage fluids.

1.2 Coordination

- A. The Contractor shall not proceed with any functional test or operating test until the operation and maintenance manuals for the equipment have been submitted and been designated "No Exceptions Taken". The Contractor shall coordinate all activities required for starting of systems including the visits by the factory representatives, particularly where an equipment item's operation is dependent on the operation of other equipment. Prior to calling the factory representative, the Contractor shall ensure that all necessary related equipment, structures, piping and electrical work is complete. Any required revisits to the site by the factory representative shall be provided by the Contractor.

1.3 Pre-Start-Up Maintenance

- A. After installation and prior to start-up, all grease-lubricated joints, shaft couplings and bearings shall be flushed out and re-greased. All oil reservoirs and sumps shall be completely drained and flushed and refilled with the proper lubricant. All operating fluid and gas reservoirs shall be filled with the proper fluid and gases. Screens and filters

shall be checked for contamination and replaced if necessary. Belt drives shall be checked, and tension adjusted, as needed. The equipment shall then be tagged, signed and dated, indicating that the equipment has been properly lubricated and prepared for start-up.

1.4 Installation Inspection

- A. Prior to energizing any piece of equipment or performing a functional test, a factory representative of the equipment manufacturer shall inspect the installation of the equipment. The factory representative shall determine if the equipment has been installed in accordance with the manufacturer's recommendations, pre-start-up maintenance has been performed, and is ready for start-up and the initiation of the functional test.
- B. Should the installation inspection indicate that the equipment has been improperly installed or prepared for start-up, the Contractor shall provide such modifications or adjustments as required for the equipment to operate properly.
- C. The factory representative shall certify that the equipment has been installed in accordance with the Drawings, Specifications, and the manufacturer's recommendations and that the equipment is ready for start-up and functional testing to be performed.

1.5 Functional Test

- A. Following the installation inspection by factory representative, perform a functional test on each piece of equipment. The functional test shall consist of operation of the equipment on a normal duty cycle for a sufficient period of time to determine satisfactory operation. Time required for functional testing shall be as specified in the equipment specifications or a minimum one continuous eight-hour period, whichever is longer. To the maximum extent practical, exercise the full capabilities of all equipment including remote operation, instrumented control schemes, alternate modes of operation and emergency operation. Equipment shall be checked for any abnormal noise or vibration as part of the functional test, and any observed abnormal conditions corrected prior to certification.
- B. Should the results of the functional test indicate that the equipment has failed to perform in accordance with the Specifications, the Contractor shall make, at no additional cost to the Owner, all modifications or adjustments as required for satisfactory operation, including replacement of any or all components, if necessary. Following the modifications or adjustments, the Contractor shall repeat the functional test. This procedure shall be repeated until the results of the test indicate that the equipment has satisfied the requirements of the applicable Specification Section.
- C. After the functional test is completed, each manufacturer shall certify, in writing, that tests were made in accordance with the Specifications and the manufacturer's recommendations, that the functional tests and start-up operation have been satisfactory, and that the equipment is fully operational and capable of meeting operating requirements.

1.6 Operating Test Period

- A. Following the functional test, the Contractor shall place each system into service and undergo an operational test under normal service conditions. The minimum time for the operating test period for each system shall be 30 consecutive days, excluding time that the equipment is taken out of service.
- B. Where required in the equipment specifications, process performance testing shall be performed during the operating test period in accordance with the requirements of the equipment specifications. The Contractor shall provide all materials and labor, including the services of a factory representative, necessary to perform the performance testing.
- C. The test period shall commence upon the initiation of operation of all systems and shall end after the successful operation of the equipment for the minimum time required.
- D. The Contractor shall repair and make all modifications required due to mechanical failure of the equipment during the operating test period. Should the equipment fail to meet the performance testing requirements, a factory representative shall evaluate the equipment and determine the cause of the process failure. The Contractor shall make all modifications recommended by the manufacturer.

1.7 Certification

- A. Upon completion of start up, the Contractor shall provide written Installation and Start-Up Report from all equipment manufacturers' factory representatives. Report shall address the equipment installation's compliance with manufacturer's requirements and note any problems noted that may affect the warranty, operation or longevity of the equipment. Written certification shall indicate that tests were made in accordance with the manufacturer's recommendations, that the test and start-up operation has been satisfactory completed and that the equipment is fully operational under design requirements. Written certification shall be filed with the Engineer on the manufacturer's stationary.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

Manufacturer's Installation and Start-up Report

<u>GENERAL INFORMATION:</u>	
Owner: _____	Contractor: _____
Facility: _____	System: _____
Location: _____	Specification Number: _____
Tag: _____	
<u>MANUFACTURER:</u>	
Manufacturer Name: _____	
Address: _____	
City/State/Zip: _____	
Phone Number: _____	Fax Number: _____
E-Mail: _____	
Manufacturer's Representative: _____	

- | | | | |
|--|----------------------------|----------------------------|------------------------------|
| 1. Required safety equipment available? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 2. Are equipment tags correct and attached to equipment? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 3. Are rotating equipment safety guards in place and secure? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 4. Shaft and couplings aligned? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 5. Have belt drives been aligned? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 6. Bearings lubricated? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 7. Oil reservoirs filled with proper lubricant? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 8. Rotation verified? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 9. Is equipment level? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 10. Equipment anchored properly? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 11. Equipment grouted properly? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 12. Required utilities available? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 13. Nozzles free from loads? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 14. Are required pressure and temperature gauges and sensors installed? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 15. Have any shipping coatings/sealants been removed? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 16. Does any paint/coating damage need to be repaired? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 17. Have moving parts been checked for proper running clearance? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 18. Is there any observed leakage of lubricants or fluids from equipment? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 19. Are all electrical power connections made and properly torqued? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 20. Are electrical overloads properly set? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 21. Are current transformers properly wired for polarity? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |
| 22. Are control enclosures per the specified NEMA classification and material? | Y <input type="checkbox"/> | N <input type="checkbox"/> | N/A <input type="checkbox"/> |

Startup Procedures

- 23. Are instrumentation connections terminated? Y N N/A
- 24. Are signal cable shield leads grounded in accordance with Manufacturer's recommendations? Y N N/A
- 25. Are required spare parts on-site, inventoried and properly stored? Y N N/A
- 26. Are Operations and Maintenance Manuals on-site and complete? Y N N/A
- 27. Are all installation requirements of the O&M Manuals performed? Y N N/A
- 28. Does equipment have a record of maintenance and exercise as recommended by the manufacturer during storage? Y N N/A
- 29. Are there any observed installation issues that impact the equipment warranty? Y N N/A

Additional items noted during installation inspection by Manufacturer's Start-up Representative:

I certify as an authorized Factory Representative, that the equipment is installed in accordance with the Manufacturer's recommendations and is ready for start-up and initial operation.

Factory Representative: _____
 Representing: _____
 Mailing Address: _____

 Phone Number: _____
 E-mail Address: _____

Date: _____
 (If employed by other than the Manufacturer)

Startup Procedures

START-UP REPORT:

- 1. Does equipment operate and perform in accordance with the specification? Y N N/A
- 2. Have all specified modes of operation been tested and verified? Y N N/A
- 3. Do all system indicators, readouts, controls and operator interfaces operate? Y N N/A
- 4. Have variable speed units been tested throughout the available speed range? Y N N/A
- 5. Have multi-speed motors been tested on all available speeds? Y N N/A
- 6. Did equipment exhibit any abnormal vibration during operation? Y N N/A
- 7. Did equipment exhibit any abnormal noise during operation? Y N N/A
- 8. Are bearings operating at normal temperature? Y N N/A
- 9. Do bearings display any roughness in operation? Y N N/A
- 10. Prior to start-up, or during initial operation, was any leakage of lubricant observed? Y N N/A
- 11. Was any leakage of process fluids observed during start-up? Y N N/A
- 12. Has operation of equipment protective systems been verified? Y N N/A
- 13. Is the equipment ready to place into operation? Y N N/A

Additional items noted during start-up by Manufacturer's Start-up Representative:

I certify as an authorized Factory Representative, that the equipment has been properly started up in accordance with the Manufacturer's recommendations and is ready for initial operation.

Factory Representative: _____

Date: _____

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall provide two hard copies and two electronic copies (on flashdrive) of a complete and comprehensive reference manual (Operating and Maintenance Manual) containing operating and maintenance data to enable operators and plant engineers to correctly operate, service and maintain all equipment and accessories covered by the Specifications and Drawings. The data contained in the manual shall explain and illustrate clearly and simply all principles and theory of operation, operating instructions, maintenance procedures, calibration procedures and safety precautions and procedures for the equipment involved.
- B. No separate payment will be made for the Operating and Maintenance Manual and the cost of said manual shall be included in the Contract Price.

1.2 Submittal Schedule

- A. The Contractor shall submit, in digital format and for the Engineer's approval, a preliminary draft of proposed formats and outlines of contents of manuals within 60 calendar days after the Notice to Proceed. The Engineer will notify the Contractor, in writing, of any deficiencies in the manual and will return the manual for completion and/or correction.
- B. Submit preliminary copies of manuals in digital format before the work covered by the Contract Documents is 40 percent complete. The Engineer will notify the Contractor, in writing, of any deficiencies in the manual and will return the manual for completion and/or correction.
- C. Resubmissions: Clearly identify each correction or change made. The resubmission shall be accompanied by a letter listing all comments made by the Engineer and the actions or response by the manufacturer or vendor to each comment. Where the Engineers comment applies to multiple areas of the initial submittal the response shall address all areas. The response letter shall also address where supplemental information has been provided and where it is located within the resubmission.
- D. Before the work covered by the Contract Documents is 70 percent complete, the Contractor must submit two final copies of the revised and completed manual, complete in detail as specified below. The Contractor must also submit two copies of the manual in digital format as specified below.
- E. Digital Copies of Manuals: Operations and Maintenance Manuals shall be provided by the Contractor in digital format concurrently with both the preliminary and final hard copy submissions. Materials available in digital format shall be furnished in accordance with the following:
 - 1. All textual data shall be provided as an electronic file in searchable Adobe Acrobat Portable Document Format (PDF). The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. File(s) shall be identified by utilization of a "twelve dot three" convention

(XXXXXX.XX.YY.pdf) where X is the eight digit number corresponding to the specification section, and YY is an identification number. All documents shall be scanned at 300dpi or greater utilizing optical character recognition (OCR) software. All text in the document must be text selectable with the exception of pages which are in their entirety drawings or diagrams. Word searches of the PDF document must function successfully. PDF files that fail to comply with the indexing and searchable features described above will not be acceptable. All drawing data shall be provided in digital format compatible with AutoCAD Version as designated by the Engineer.

2. Materials not available in original digital format (available only in paper format) shall be scanned as noted above into a PDF format and cleaned to remove smudges, fingerprints, artifacts, and other extraneous marks. All notes, version stamps, etc. shall be preserved. Color maps shall be scanned in not less than the number of colors of the document or 16 colors, whichever is greater. Color photographs shall be saved in not less than 256 colors. Black and white or monochrome scans (non-text) shall not be less than 16 gray scale levels. Color maps, color photographs, and black and white and gray scale photograph files shall be saved as GIF or JPG files, compatible with Adobe Photoshop Version 4.0. Documents shall be scanned in the existing color format of the document, i.e. color documents shall be scanned in color, and black and white or monochrome in gray scale.
3. After the documents are in correct digital format, they shall be furnished to the Engineer as a 120 mm, 680mb, 74-minute CD ROM. All media transmittals shall be accompanied by a detailed paper printout of the files on the media. This printout shall consist of a file name, file size, date of creation, submittal number, and a brief but accurate description of the file. Files shall not be transmitted electronically. Five copies of the CD for each Operation and Maintenance Manual shall be provided to the Engineer.

1.3 Submittal Format

- A. Each hard copy of the manual shall be assembled in one or more loose leaf binders, each with title page, typed table of contents, typed list of tables, typed list of figures, and heavy section dividers with reinforced holes and numbered plastic index tabs. Binders shall be uniform for all manuals and shall be 3-ring, hardback type, with transparent vinyl pocket front cover suitable for inserting identifying cover and with a transparent vinyl pocket on the spine for label. All data shall be punched for binding. Composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title, specification section number and title, and manual title printed thereon, all as approved by the Engineer.
- B. All copies of shop drawings, figures and diagrams shall be reduced to either 8-1/2 x 11-inches or to 11-inches in the vertical dimension and as near as practical to 17-inches in the horizontal dimensions. Such sheets shall be folded to 8-1/2 x 11-inches. The manual and other data shall be printed on first quality paper, 8-1/2 x 11-inch size with standard 3-hole punching. Binders shall be labeled Vol. 1 of "X", Vol. 2 of "X", etc., where "X" is the total number of volumes in the set where more

than one is required. The table of contents for the entire set, identified by volume number, shall appear in each binder. Text, figures and drawings shall be clearly legible and suitable for dry process reproductions.

- C. Each submittal shall have a cover sheet that includes the following information:
 - 1. The date of submittal and the dates of any previous submittals.
 - 2. The Project title.
 - 3. Submittal numbering shall be in accordance with Section 01 33 00 of these Specifications.
 - 4. The names of:
 - a. Contractor.
 - b. Supplier.
 - c. Manufacturer.
 - 5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
- D. The Engineer will not recommend final acceptance of the Work until the Operating and Maintenance Manual is complete and satisfactory to Engineer.

1.4 Contents of Operating and Maintenance Manual

- A. Each manual shall include a title page which includes all information specified in Article 1.3, paragraph C of this Section. In addition, the title page shall include manufacturer's address, phone number, facsimile number, and contact; manufacturer's equipment name and model number; supplier's address, phone number, facsimile number, and contact.
- B. Each manual shall include a table of contents identifying the location of each item listed below, for each component supplied. For items not applicable to a component, the table of contents shall list N/A for the page number.
- C. For all equipment, the Contractor shall furnish a complete, detailed listing of all equipment, components and accessories showing component name, manufacturer, model number and quantity information shall be furnished for each component as outlined below:
 - 1. A summary page shall be provided for each piece of equipment detailing the following information:
 - a. Equipment Number.
 - b. Equipment Description.

Operating and Maintenance Data

- c. Serial Number.
 - d. Model Number.
 - e. Manufacturer.
 - i. Address.
 - ii. Phone.
 - iii. Representative.
 - f. Supplier.
 - i. Address.
 - ii. Phone.
 - iii. Representative.
 - g. Local Service Provider.
 - i. Address.
 - ii. Phone.
 - iii. Representative.
 - h. Location of Equipment.
 - i. Equipment Design Criteria.
 - i. HP.
 - ii. Flow Rate, etc.
 - j. Performance Data.
 - k. Normal Operating Characteristics.
 - l. Limiting Conditions.
2. Detailed disassembly, overhaul and reassembly, installation, alignment, adjustment and checking instructions.
 3. Detailed operating instructions for start-up, calibration, routine and normal operation, regulation and control, safety, shutdown and emergency conditions. Detailed list of settings for relays, pressure switches, temperature switches, level switches, thermostats, alarms, relief valves, rupture discs, etc.

4. Detailed preventative maintenance procedures and schedules, including detailed lubrication instructions and schedules, identification of required lubricants and operating fluids (description, specification and trade name of at least two manufacturers), and diagrams illustrating lubrication points.
5. Detailed guide to equipment and/or process “troubleshooting”.
6. Detailed parts lists identified by title, materials of construction, manufacturer's part number, list of recommended spare parts identified as specified above, current cost list for recommended spare parts, predicted life of parts subject to wear, and an exploded or concise cut-away view of each equipment assembly. The manufacturer's part numbers must match those used for the spare parts, documentation, identification, and turn-over. Should no spare parts be required, state in the Table of Contents that “No spare parts are required”.
7. Electrical and instrumentation schematics, including motor control centers, control panels, wiring diagrams, instrument panels and analyzer panels. All panels must have as-built schematics inside them at contract close-out.
8. List of all special tools supplied and description of their use. Special tools include any tool not normally available in an industrial hardware or mill supply house. Should no special tools be required, state in the Table of Contents that “No special tools are required”.
9. List of names and addresses of nearest service centers for parts, overhaul and service.
10. Procedures for storing, handling and disposing of any chemicals or products used with the equipment or system.
11. For equipment and systems, also provide the following:
 - a. Control and wiring diagrams provided by the controls manufacturer.
 - b. Sequence of operations by the controls manufacturer.
 - c. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
12. The supplier's operation and maintenance information will address the particular equipment furnished, with specific details on operation and maintenance practices. General data is not acceptable. Information contained in the manual which is not appropriate to the Project shall be marked out and noted as “N/A”.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

SAMPLE COVER PAGE

COMPLETE PROJECT TITLE

LOCATION OF PROJECT

OPERATING and MAINTENANCE DATA

FOR SUBMITTAL NUMBER (AS LISTED IN PCM)

TITLE OF SUBMITTAL

CONTRACTOR: (Name only Required)

SUPPLIER: (Name only required)

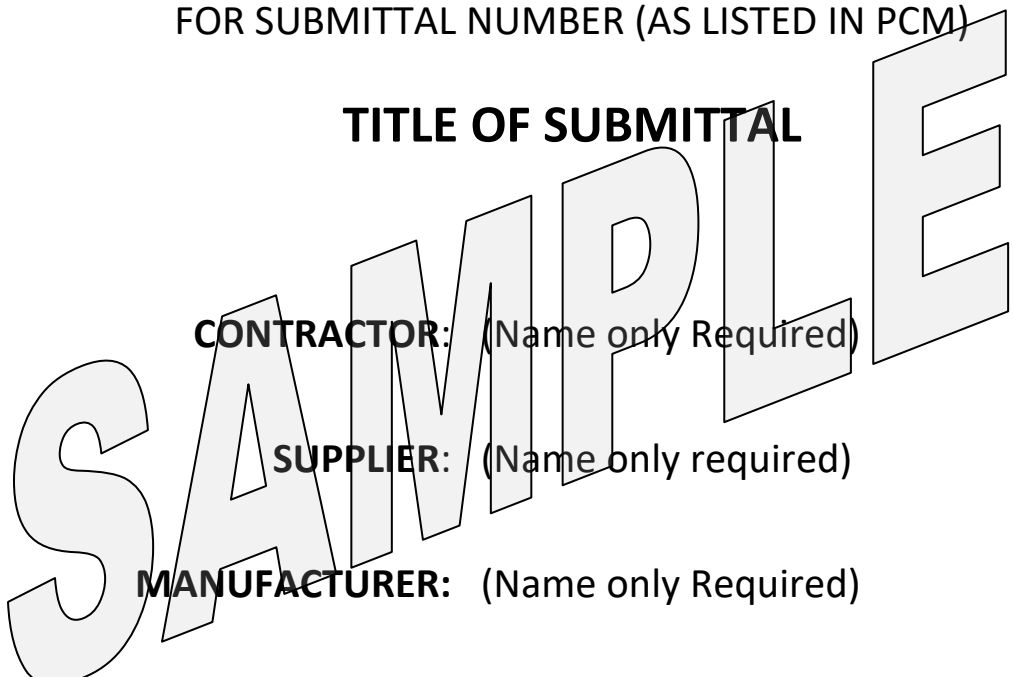
MANUFACTURER: (Name only Required)

SPECIFICATION SECTION:

EQUIPMENT TAG NUMBER:

DRAWING NUMBER:

DATE OF SUBMISSION



SAMPLE TITLE PAGE

COMPLETE PROJECT TITLE

LOCATION OF PROJECT

OPERATING and MAINTENANCE DATA

FOR SUBMITTAL NUMBER (AS LISTED IN PCM)

TITLE OF SUBMITTAL

CONTRACTOR: (Complete Information Required)

SUPPLIER: (Complete Information Required)

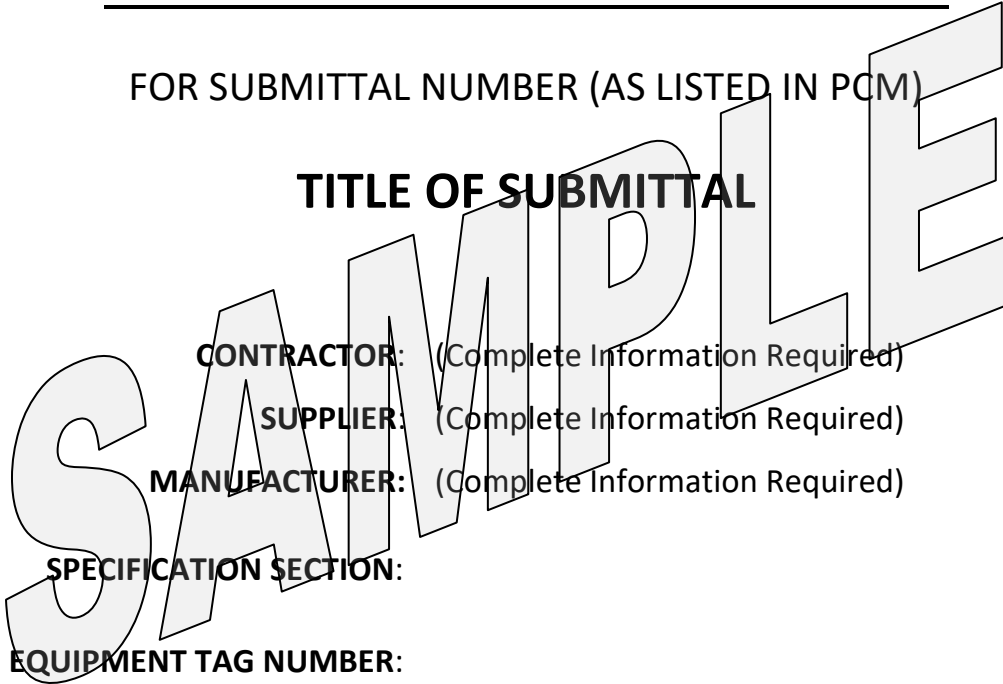
MANUFACTURER: (Complete Information Required)

SPECIFICATION SECTION:

EQUIPMENT TAG NUMBER:

DRAWING NUMBER:

DATE OF SUBMISSION



SAMPLE MANUAL REVIEW CHECK LIST**FINAL COPIES / PRELIMINARY COPIES
OPERATION AND MAINTENANCE MANUAL CHECK LIST****PROJECT NUMBER:****PROJECT NAME:****SECTION:*****SECTION Requirements***

- 1.03 - A ___ 3 ring loose leaf binder with transparent covers on binder and cover
- 1.03 - A ___ Title Page, Table of Contents, Section dividers and List of tables & figures
- 1.03 - B ___ Drawings and figures shall be legible and 11" in the vertical dimension
- 1.03 - C ___ Cover Page including: Date of Submittal & any previous submissions, Project & Manual Title, Names of Contractor, Supplier, Manufacturer, Spec. Section, Equip. Tag Number & Drawing No
- 1.04 - A ___ Title Page: All cover page information & manufacturers and suppliers address, phone & fax number and contact person; manufacturer's equipment name and model number
- 1.04 - B ___ Table of Contents identifying the location of each item listed
- 1.04 - C.1 ___ Provide equipment function, operating char., performance data, limiting cond. and pump curves
- 1.04 - C.2 ___ Detailed: disassembly, overhaul, reassemble, installation, alignment, adjusting & checking Instructions
- 1.04 - C.3 ___ Operating instructions for start up, calibration, normal operation, shutdown, etc.
- 1.04 - C.3 ___ List of settings for relays, pressure switch, temperature switch, level switch and alarms
- 1.04 - C.4 ___ Preventive maintenance procedures and diagrams illustrating lubrication points
- 1.04 - C.5 ___ Troubleshooting Guide
- 1.04 - C.6 ___ Detailed parts list, manufacturer's part number and exploded view
- 1.04 - C.6 ___ List of recommended spare parts and predicted life of parts subject to wear
- 1.04 - C.7 ___ Electrical and instrumentation schematics
- 1.04 - C.8 ___ Special tools list
- 1.04 - C.9 ___ Closest service centers, Contact person name and addresses
- 1.04 - C.10 ___ Procedure for storing, handling and disposing of any chemicals used
- 1.04 - C.11 ___ Equip & Systems provide Control & Wiring Diag., Sequence of Operations, Charts of tag numbers, location & function of each valve
- 1.04 - C.12 ___ Suppliers O&M information will address the particular equipment furnished, with specific details on operation and maintenance practices

Remarks: _____

END OF SECTION

Part 1 General

1.1 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant all work for a period of time as stated in the General Conditions. The Owner will give notice of observed defects with reasonable promptness.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the Correction Period described in the General Conditions, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new warranty and Correction Period, as described in the General Conditions, against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year from the date of reassembly.
- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.

Warranties

- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for the duration of the Correction Period, as defined in the General Conditions. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of Project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Test records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.2 Maintenance of Documents and Samples

- A. Storage
 - 1. Store documents and samples in the Contractor's field office, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents.
 - 3. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
 - 3. Maintain at the site for the Owner one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.

- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.3 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.4 Recording

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
 - 1. Record information concurrently with construction progress.
 - 2. Do not conceal any work until required information is recorded.

1.5 Record Drawings

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared.
- B. Legibly mark drawings to record actual construction, including:
 - 1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.
 - 2. 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. Location 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 (e.g., power poles, valve markers, etc.) or benchmarks.
3. Structures
 - a. Depths of various elements of foundation in relation to finish first floor datum or top of wall.
 - b. Location of internal and buried utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

1.6 Specifications

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.7 Submittal

- A. At contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each record document
 5. Signature of Contractor or Contractor's authorized representative

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Section Includes

- A. Spare parts, as identified in Specification sections.
- B. No separate payment will be made for Spare Parts and the cost of such parts shall be included in the Contract Price.

1.2 Spare Parts and Maintenance Materials

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification sections.
- B. All equipment, spare parts, and tools provided by Contractor, Subcontractor, or Supplier shall be properly marked to identify the associated equipment by name, P&ID tag number (if applicable) and manufacturer part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and long-term storage. All spare parts and special tools shall be packaged complete and shipped at one time in appropriately sized, hinged-covered, hard plastic or metal boxes. The boxes shall be marked to indicate all contents by name and part number.
- C. Provide list of recommended spare parts in addition to those required by the Specifications.
- D. Use the attached Spare Parts Transfer Form to document the transfer of spare parts and special tools to the Owner.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

SPARE PARTS TRANSFER FORM

DATE: _____

PROJECT: _____

SPEC SECTION: _____ TITLE: _____

VENDOR: _____

No.	Spec No.	Quantity	Part No.	Manufacturer & Item Description
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

The above-listed spare parts have been inspected and inventoried, and are hereby accepted, subject to all Contract Provisions, by the Owner.

Received by: _____ Date: _____

Owner's Representative