

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
FOXWOOD ESTATES LOW PRESSURE
SEWER SYSTEM PROJECT
PHASE 1 FORCE MAINS



PREPARED FOR
CITY OF CRESTVIEW
FLORIDA
VOLUME 1 OF 2
SPECIFICATIONS

For information regarding
this project, contact:

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Pensacola, FL 32502
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Jacobs.

Project No. D3679600

OCTOBER 2023

BID DOCUMENTS

CITY OF CRESTVIEW
CITY OF CRESTVIEW, FLORIDA
FOXWOOD ESTATES LOW PRESSURE SEWER SYSTEM PROJECT
PHASE 1 FORCE MAINS

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PROCUREMENT AND CONTRACTING REQUIREMENTS Kevin D. Waddell, PE No. 83025
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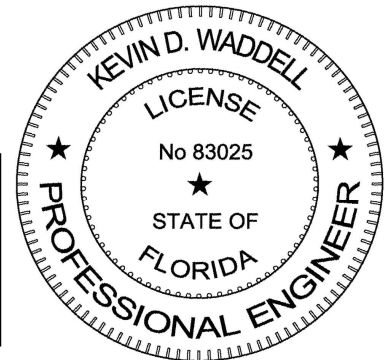
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This item has been digitally signed and sealed by Kevin D. Waddell on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



CITY OF CRESTVIEW
CITY OF CRESTVIEW, FLORIDA

BIDDING REQUIREMENTS
AND
CONTRACT DOCUMENTS

for the construction of the
FOXWOOD ESTATES LOW PRESSURE SEWER SYSTEM PROJECT
PHASE 1 FORCE MAINS

Jacobs

OCTOBER 2023

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Project No. D3679600

Copy No. _____

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SECTION 00020

ADVERTISEMENT FOR BIDS
FOR
CITY OF CRESTVIEW
FOXWOOD ESTATES NEIGHBORHOOD LOW PRESSURE SEWER SYSTEM PROJECT –
PHASE 1 FORCE MAINS
BID NO. 23-11-16

NOTICE IS HEREBY GIVEN: That sealed bids will be received by the City of Crestview, at the City Clerk's Office 198 N. Wilson Street, Crestview, Florida 32536; until **November 16, 2023 at 2:00 p.m. local time.**

Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Bid opening will be promptly at **2:00 p.m. local time on November 16, 2023** at the City Hall Council Chambers, 198 N. Wilson Street, Crestview, Florida 32536, at which time all bids received will be publicly opened and read aloud.

A pre-bid meeting will be held on **November 1, 2023**, at **10:00 a.m.** local time at the City of Crestview City Hall, 198 North Wilson Street, Crestview, FL 32536. The pre-bid meeting shall be mandatory.

DESCRIPTION OF WORK: All work for the Project shall be done in accordance with the Drawings and Specifications and shall be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment, and services, including labor for the Work described:

This project is to provide the City with new low pressure sewer system force mains throughout the Foxwood Estates Neighborhood. The contractor shall provide and install the new sewer system in accordance with the plans and specifications and shall include all materials and labor to provide a fully functioning and reliable wastewater conveyance system.

Bidders are urged to visit the site prior to submitting a bid. If you have any questions, **contact Jacobs Engineering Group, 25 West Cedar Street, Suite 350, Pensacola, FL 32502. The project engineer is Seth Tatman, PE, and can be reached at 850-941-7277 or seth.tatman@jacobs.com.**

Questions regarding the Contract Documents must be submitted electronically to JACOBS through Scott Jernigan no later than **4:00 p.m. local time, November 10, 2023** in order for responses to be provided via addendum prior to the bid date.

BIDDING DOCUMENTS can be obtained on the city website: www.cityofcrestview.org and reviewed at:

Department of Public Services
715 N. Ferdon Blvd.
Crestview, FL 32536
(850) 682-6132

The City of Crestview reserves the right to accept or reject, in part or total, any or all bids and to waive any informalities as deemed in the best interest of the City. All bids must be marked on the outside of the envelope with the bid name, the time and date of opening. It shall be the Bidder's responsibility to ensure that bids are delivered to the above address by the appointed time.

Bids shall be prepared from complete Bidding Documents.

BID SUBMITTAL: A single bid shall be submitted for the work. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Award will be made to the lowest responsible and responsive bidder. The City of Crestview 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 City reserves the right to waive technicalities or irregularities, to reject any or all bids, and to accept that Bid which is in the best interest of the City.

The CITY OF CRESTVIEW, FLORIDA does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

CITY OF CRESTVIEW, FLORIDA
Office of the City Clerk
198 N. Wilson Street
Crestview, Florida 32536

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

General

BIDS will be received by the City of Crestview (herein called the "OWNER") as specified in the Invitation to Bid. The BIDS will be publicly opened and read aloud at the designated time and place.

Each BID must be submitted in a sealed envelope addressed to the City of Crestview. Each sealed envelope containing a BID must be plainly marked on the outside with the name and the number of the project for which the BID is submitted; and the envelope should also show on the outside, the BIDDER's name and address.

BIDDERS must satisfy themselves as to the required quantities for the work by examination of the site and a review of the drawings and specifications including any addenda. After BIDS have been submitted the BIDDER shall not assert that there has been any misunderstanding concerning the quantities of work or of the nature of the work to be done.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The Bid form is the only document to be completed and signed at the bid opening.

A BIDDER may not modify its BID after BID opening. Errors in the extension of unit prices stated in a BID or in multiplication, division, addition, or subtraction in a BID may be corrected by the Director of Public Services prior to award. In such cases, unit prices shall not be changed.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID after the actual date of the opening thereof.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. A conditional or qualified BID may not be accepted.

BID tabulations will be posted for review on the city website: www.cityofcrestview.org

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 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 AGREEMENT and to complete the work contemplated herein. The low BIDDER will be required to perform at least fifty percent (50%) of the contract work with his/her own employees. The BIDDER to whom the contract is being awarded shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, INSURANCE CERTIFICATES and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw the signed AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Okaloosa County Courthouse and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the OWNER.

Bid Protest Procedure

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an invitation to bid or request for proposals may file a protest.

Notice of protest of plans, specifications or other requirements contained in an invitation to bid or in a request for proposals shall be filed not later than 5:00 P.M. of the third business day following receipt of the plans or specifications. Notice of protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 P.M. of the third business day following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 P.M. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 P.M. of the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

FOXWOOD LOW PRESSURE SEWER SYSTEM

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the city clerk or her designee.

Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings.

END OF SECTION

SECTION 00100-A

PUBLIC ACCESS

Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes hereby certifies that shall:

- a. Keep and maintain public records that would be required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor has questions regarding the application Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION 00300

BID FORM

SUBMITTED: _____
Date

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW**
Foxwood Estates Neighborhood Low Pressure Sewer
System Project – Phase 1 Force Mains

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

CONTRACTOR'S FLORIDA LICENSE NO.: _____

THIS BID IS SUBMITTED TO: City of Crestview, Florida (hereinafter called Owner) acting through its City Commission.

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid and the disposition of Bid Bond.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

(a) Bidder has examined copies of all the Bidding Documents and of the following addenda:

No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____
No. _____	Dated _____;	No. _____	Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for Bids and the Instructions to Bidders.

(b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete all work of the Project within the Contract Time stipulated in the Agreement (Section 00500). Bidder further agrees to pay as liquidated damages the amount stated in the Agreement for each consecutive calendar day completion of the work is delayed.
4. Bidder submits the following unit prices to perform all the Work as required by the Drawings and Specifications for the City of Crestview. Bid shall be awarded based on Total Base Bid. Estimated quantities may exceed items listed. Payment based on installed quantities.
 5. All Bid Items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
 6. The following documents are attached to and made a condition of this Bid:
 - (a) **Bid Security (Section 00410 and surety bond or cashier's check).**
 - (b) **Power of Attorney (for surety bond only).**
 - (c) **Public Entities Crime Form (Section 00470).**
 - (d) **Noncollusion Affidavit (Section 00480).**
 - (e) **Trench Safety Affidavit (Section 00490).**
 - (f) **Corporate authority to execute Bid (for any corporate employee other than president or vice president).**
 - (g) **Questionnaire and Subcontractor Listing (Sections 00301 and 00301-A).**
 - (h) **Evidence of Bidder's Certification and License to perform the work.**
 - (i) **Experience and financial statement demonstrating the Bidder's ability to successfully complete the work.**
 - (j) **References (Section 00302).**
 - (k) **Similar Projects (Section 00303).**
 - (l) **Drug Free Workplace (Section 00310).**
 7. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.
 8. **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) are included in the various items of the proposal and in the Total Bid Price. For informational purposes only, the Bidder is required to further identify these costs, to be summarized below:

FOXWOOD LOW PRESSURE SEWER SYSTEM

	Trench Safety Measure Description	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A	_____	_____	_____	\$ _____	\$ _____
B	_____	_____	_____	\$ _____	\$ _____
C	_____	_____	_____	\$ _____	\$ _____
D	_____	_____	_____	\$ _____	\$ _____
				TOTAL:	\$ _____

THIS IS NOT A PAY ITEM. The purpose of this form is to disclose information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Bid Price. Contractor will not receive additional payment if actual quantities differ from those estimated above or if the Contractor uses a safety measure different than those listed.

Failure to complete the above may result in the Bid being declared non-responsive.

BID SUMMARY

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Item Cost
1	Mobilization/Demobilization	1	LS		
2	General Conditions	1	LS		
3	4-Inch Low Pressure Sewer	4,500	LF		
4	3-Inch Low Pressure Sewer	2,000	LF		
5	2-Inch Low Pressure Sewer	12,000	LF		
6	Flushing Connection	33	EA		
7	4-Inch Isolation Valves	10	EA		
8	3- Inch Isolation Valves	8	EA		
9	2- Inch Isolation Valves	29	EA		
10	Service Connections	144	EA		
11	Air/Vacuum Valve Assembly	8	EA		
12	Erosion Control	1	LS		
13	Road and Driveway Repair	1	LS		
14	Site Restoration	1	LS		
15	Owner's Allowance	1	LS	\$100,000	\$100,000

TOTAL BASE BID

(In words)

\$

(In numbers)

NAME OF BIDDER: _____

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED
BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

_____(SEAL)
(Individual's Signature)

_____(SEAL)
(Individual's Name)

Doing Business as: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

A PARTNERSHIP

_____(SEAL)
(Partnership Name)

_____(SEAL)
(General Partner's Signature)

_____(SEAL)
(General Partner's Name)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

Florida License No.: _____

NAME OF BIDDER: _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Corporation President: _____

Florida License No.: _____

NAME OF BIDDER: _____

A JOINT VENTURE

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

Business Address: _____

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

Florida License No.: _____

(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).

8. List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: _____

Surety's Address: _____

Name and address of Surety's resident agent for service of process in Florida:

SCHEDULE OF MANUFACTURERS/SUPPLIERS

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see Paragraph 6.05 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Low Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or "or equal" is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.05 of the General Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.05 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitutions or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitutions or "or equal" items such as increased electrical requirements, larger buildings, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by the Contractor and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply any additional information on proposed substitutes or "or equal" items prior to Notice of Award.

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

Item No.	Equipment Item	Base Bid Material
1.		
2.		

SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions, or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraph 6.05, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List that must be included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions.

SUBSTITUTION LIST OF
MANUFACTURERS/SUPPLIERS

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

END OF SECTION

SECTION 00301
QUESTIONNAIRE

DATE: _____

PROJECT IDENTIFICATION: **CITY OF CRESTVIEW, FLORIDA**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

_____ Phone No. _____

CONTRACTOR'S FLORIDA LICENSE NO. _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a Florida Licensed Contractor?

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

Refer to Section 00303 (Similar Projects)

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

FOXWOOD LOW PRESSURE SEWER SYSTEM

4. Name three (3) municipalities for which you have performed work and to which you refer:

Refer to Section 00302 (References)

5. Have you personally inspected the sites of the proposed work? Describe any anticipated problems with the site and your proposed solutions?

6. Will you subcontract any part of this work? If so, describe which portions:

7. What equipment do you own that is available for the work?

8. What equipment will you purchase for the work?

9. What equipment will you rent for the work?

END OF SECTION

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping.

****THE BIDDER SHALL SELF-PERFORM AT LEAST 50% OF THE PROJECT****

<u>Firm Name, Address and Telephone Number</u>	<u>Trade</u>	<u>Estimated Dollar Amount</u>
* _____ _____ _____	_____	\$ _____
* _____ _____ _____	_____	\$ _____
* _____ _____ _____	_____	\$ _____
* _____ _____ _____	_____	\$ _____
* _____ _____ _____	_____	\$ _____
* _____ _____ _____	_____	\$ _____

Use additional sheets if necessary.

END OF SECTION

SECTION 00303

SIMILAR PROJECTS

Project Name: _____

List at least five (5) similar projects completed in the last three years that indicate the experience and qualifications of the Bidder (relative to this project). Information should include Owner's name with contact person; description of work including Bidder's responsibilities; original contract price; final contract price; original contract time; actual time to complete the project; and any relevant circumstances or conditions about the project.

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

PROJECT NAME: _____

OWNER'S NAME: _____

CONTACT: _____ PHONE: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

NUMBER AND DOLLAR AMOUNT OF CHANGE ORDERS: _____

ORIGINAL CONTRACT TIME (Substantial Completion): _____

ACTUAL TIME TO COMPLETE (Substantial Completion): _____

OTHER RELEVANT INFORMATION: _____

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Crestview, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to City of Crestview, Florida, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Blackwater Golf Club Lift Station and Force Main Project.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 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 and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 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).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of 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.

FOXWOOD LOW PRESSURE SEWER SYSTEM

4. 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 time for issuing notice of award including extensions shall not in the aggregate exceed ninety (90) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. 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.
7. Notice 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 part concerned.
8. 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.
9. 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 the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

FOXWOOD LOW PRESSURE SEWER SYSTEM

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

Principal (Print Full Name):

Surety (Print Full Name):

_____(Seal)
Surety's Name and Corporate Seal

By:_____ (L.S.)

By:_____
Signature (attach power of attorney)

Title:_____

Title:_____

Attest:_____
Signature and Title

Attest:_____
Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

SECTION 00470

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
 (print name of the public entity)
- by _____
 (print individual's name and title)
- for _____
 (print name of entity submitting sworn statement)
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____

Notary Public - State of Florida

(type of identification)

My commission expires _____

(printed, typed or stamped commissioned name of notary public.)

END OF SECTION

SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any 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 elements 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 (Recipient), or any person interested in the proposed Contract;
5. 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 other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

Sworn and subscribed to before me this ____ day of _____, 20____, in the
State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00490

TRENCH SAFETY COMPLIANCE

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards, will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of Florida) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) and Estimated Cost

(Cost in Words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Company Name: _____

Date: _____

By: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2023, by and between the CITY OF CRESTVIEW, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the OWNER, and _____ hereinafter called CONTRACTOR;

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF WORK

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

Foxwood Estates Neighborhood Low Pressure Sewer System Project – Phase 1 Force Main

BID # 23-11-16

All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Tetra Tech and the proposed improvements will be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment and services, including labor, for the Work described.

This project is to provide the City with new low pressure sewer mains and appurtenances throughout the Foxwood Estates Neighborhood. The contractor shall provide and install the new low pressure sewer system in accordance with the plans and specifications and shall include all materials and labor to provide a fully functioning and reliable wastewater conveyance system.

ARTICLE II - ENGINEER

The Engineer, Scott L Jernigan, P.E. (Jacobs), whose address is 25 West Cedar Street, Suite 350, Pensacola FL 32502, hereinafter referred to as ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME

3.1 The Work will be substantially completed within **240** days after the date when the Contract Time commences 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 **270** days after the date when the Contract Time commences to run.

3.2 Damages for Delay. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this contract.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete 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 \$1,000.00 (One Thousand Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer.

ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.

4.2 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in correct funds equal to the amount below:

Bid Total: _____
(use words)

Bid Total: \$ _____
(use figures)

4.3 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Bid which are subject to unit prices.

ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.3 Progress payments prior to Substantial Completion will be made in the following manner:

5.3.1 Prior to Substantial Completion and prior to fifty percent (50%) of the Work being completed, progress payments shall be ninety percent (90%) of the value of Work complete and ninety percent (90%) of the value of materials and equipment not incorporated into the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.3.2 After fifty percent (50%) of the Work has been completed as determined by the ENGINEER, and if the character and progress has been satisfactory to the OWNER and ENGINEER, OWNER, on the recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of subsequent Work and materials and equipment not incorporated into the Work, but delivered and suitably stored, which results in the Owner withholding a retainage equal to five percent (5%) of the Contract Price until Substantial Completion. However, OWNER shall reserve the right to reinstate withholding a retainage of ten percent (10%) if OWNER, on the recommendation of ENGINEER, determines that the progress or character of the Work is not satisfactory.

5.3.3 Upon Substantial Completion of the Work, OWNER shall pay an amount sufficient to increase total payments to the CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions.”

5.4 Final Payment. Upon final completion of the Work in accordance with the Contract Documents, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

ARTICLE VI - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has visited the work site and familiarized himself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications, and which have been identified in the General and Supplementary Conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement (sheets ___ to ___, inclusive). N/A
- 7.3 Performance Bond, Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 General Conditions (Section 00700) as amended by the Supplementary Conditions.
- 7.6 Supplementary Conditions (Section 00800).
- 7.8 Project Manual bearing the general title: "FOXWOOD ESTATES NEIGHBORHOOD LOW PRESSURE SEWER MAIN PROJECT" and consisting of Divisions 0 through 40 as listed in the table of contents.
- 7.9 Drawings bearing the following general title: " FOXWOOD ESTATES NEIGHBORHOOD LOW PRESSURE SEWER MAIN PROJECT" and consisting of the sheets as listed in the Drawings Index.
- 7.10 Addenda Numbers ___ through ___, inclusive.
- 7.11 Bid Form (Section 00300) (Pages 1 to 11, inclusive).
- 7.12 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

7.13 Advertisement for Bids, Instructions to Bidders, Bid Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

There are no Contract Documents other than those listed above in this Article VII. The Contract Documents may only be altered, amended, or repealed in accordance with Article 3 of the General Conditions as modified in the Supplementary Conditions.

ARTICLE VIII - MISCELLANEOUS

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

8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

ARTICLE IX - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level. Venue for any litigation arising out of this agreement shall be in Orange County, Florida.

FOXWOOD LOW PRESSURE SEWER SYSTEM

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023.

OWNER: CITY OF CRESTVIEW, FLORIDA

By: _____

ATTEST: _____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____

CITY ATTORNEY

CONTRACTOR:

By: _____

Title: _____

(CORPORATE SEAL)

ATTEST: _____

SECRETARY

END OF SECTION

SECTION 00610

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

FOXWOOD LOW PRESSURE SEWER SYSTEM

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

SECTION 00620

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature:
Name and Title:

SURETY

Company: (Corp. Seal)

Signature:
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

FOXWOOD LOW PRESSURE SEWER SYSTEM

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

FOXWOOD LOW PRESSURE SEWER SYSTEM

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENCY or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

SECTION 00650

CERTIFICATE OF INSURANCE

A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by this document. Should any of the required insurance policies be canceled before the expiration date thereof, the insuring company shall provide written notice to each insured 30 days prior to cancellation.

B. CERTIFICATE OF INSURANCE FORM

1. The Certificate of Insurance submitted to the Owner and Engineer shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner's project name and project number shall be shown on the Certificate.
3. Three (3) Certificates shall be submitted along with the executed Contract Agreement.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Form No. CG 0001 (11/85) or CG 0002 (2/86) Commercial General Liability; and Insurance Services Office Form No. GL 0404 (5181) Broad Form Comprehensive General Liability; endorsement, and
2. Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto", and CA 0002 (1/87), and
3. Workers' Compensation as required by the State of Florida and Employers' Liability insurance:

B. Minimum Limits of Insurance:

Contractor shall maintain coverage's and limits as follows:

1. General Liability:

Aggregate Limit: \$1,000,000.

Products and completed operation aggregate limit: \$500,000.

Personal and advertising injury limit: N/A.

Each occurrence limit: \$500,000.

Fire damage limit: \$50,000 any one fire.

Medical expense limit: \$5,000 per person.
Blanket: no.

(1) Designated contractors (specify): City of Crestview

2. Automobile Liability:

- (a) Business auto with symbol(s): one (1)
- (b) Limit per accident: \$1,000,000.

3. Workers' Compensation as required by Florida laws, and Employer's Liability with the following minimum limits:

- (a) Each accident: \$100,000.
- (b) Per employee disease: \$100,000.
- (c) All claims disease: \$500,000.

C. Deductibles and Self-Insured Retentions:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officials and employees, or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Acceptability of Insurers: Insurance should be placed with insurers having a Bests' rating of A-Excellent and Xiii Financial Size.

E. Verification of Coverage: Successful Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage's required by this appendix. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsement are to be on forms provided or approved by the City and are to be received and approved in final form by the

City

F. Subcontractors: Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certivicates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES



ASCE American Society
of Civil Engineers

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

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized 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.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

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

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

3.04 *Amending and Supplementing Contract Documents*

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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 be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, 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 Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* 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 order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

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

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

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

7.03 *Legal Relationships*

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

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *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. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor 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.

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

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract 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.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

12.03 *Delays*

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

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

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

13.07 *Correction Period*

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Progress Payments

A. Applications for Payments:

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 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.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

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

14.08 Final Completion Delayed

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

14.09 *Waiver of Claims*

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

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. 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, to the last business address known to the giver of the notice.

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (ACEC/NSPE/ASCE) Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. Where conflicts exist between these Supplementary Conditions and the FDEP Supplementary Conditions, the FDEP Supplementary Conditions shall govern.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) have the meanings assigned to them in the Standard General Conditions.

SC-1.01.12 Delete the definition of "Contract Documents" in Article 1 of the General Conditions. "Contract Documents" are the documents enumerated in Article 8 of the Agreement.

SC-1.01.44 Delete the definition of Substantial Completion and insert the following in its place:

Substantial Completion - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions:

SC-1.01.52 Compensable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.

SC-1.01.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.

- SC-1.01.54 Final Completion - The date upon which the final payment is due to be paid by OWNER to CONTRACTOR.
- SC-1.01.55 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.
- SC-1.01.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.
- SC-1.01.57 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01.58 Nonprejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01310: Progress Schedules and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01.59 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01.60 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

- SC-1.01.61 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Substantial Completion during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents.
- SC-2.02 Delete paragraph 2.02 of the General Conditions in its entirety and insert the following in its place:
- 2.2.1 After the Agreement has been executed, the CONTRACTOR will be furnished one (1) complete set of reproducible Drawings (24 x 36) and one (1) reproducible copy of the Project Manual (Contract Requirements and Specifications) and all addenda.
- 2.2.2 The CONTRACTOR shall furnish each of the Subcontractors, Suppliers, Permitting Agencies, and others such copies of the Contract Documents as may be required for their Work. All copies of the Contract Documents shall be printed from the reproducible.
- SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.
- 2.03 The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.
- SC-2.05 Add the following immediately after subparagraph 2.05.3 of the General Conditions:
- 2.05.4 The submittals required in subparagraphs 2.05.1, 2.05.2 and 2.05.3 shall be as specified in Section 01310, 01340, and 01370, respectively.
- SC-2.07 Delete paragraph 2.07A.2 of the General Conditions in its entirety and insert the following in its place:
- 2.07.A.2 CONTRACTOR'S schedule of shop drawings and sample submittals will be acceptable to ENGINEER only if it provides a minimum of thirty (30) days for reviewing and processing the submittals. Shop Drawings requiring resubmission and review shall not rise to an excusable or compensable delay.

SC-3.03 Add the following immediately after paragraph 3.03 A of the General Conditions:

3.03 B Measurements

1. When measurements are affected by conditions already established or where items have to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

2. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Contract Documents, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at CONTRACTORS own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

3.03 B Amend paragraph 3.03 B to read 3.03 C.

SC-3.06 Add the following immediately after paragraph 3.06.C:

3.06.D The CONTRACTOR shall submit hard copies of all information required by Sections 01027, 01340 and 01730 and all forms that require the CONTRACTOR signature. Other CONTRACTOR submittals may be electronic data if approved by the ENGINEER.

SC-4.03.A.4 In the last paragraph of 4.03.A after "then CONTRACTOR shall" amend "promptly" to read "within three (3) days".

SC-4.04.B.1 In the first sentence of 4.04.B.1 amend "promptly" to read "within three (3) days".

SC-4.06.E Add the following immediately after paragraph 4.06.E of the General Conditions:

The provisions of paragraphs 4.06.A, 4.06.B, 4.06.C, 4.06.D and 4.06.E shall not apply where the Work is performed upon public lands, rights-of-way, easements or other properties of which the OWNER does not own. In such case, Contractor's sole remedy shall be an extension of contract time.

SC-4.07 Add a new paragraph immediately after paragraph 4.06 of the General Conditions which is to read as follows:

4.07 No claim of the CONTRACTOR under paragraphs 4.03, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in the respective sub-paragraph above, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 12 of the General Conditions.

SC-5.01 Add the following immediately after paragraph 5.01 C of the General Conditions:

D. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

E. All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

F. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

G. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-5.04.A The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or where required by Law and Regulations.

FOXWOOD LOW PRESSURE SEWER SYSTEM

Worker's Compensation, Employer's Liability etc., (under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions):

- (1) State: Coverage A: Statutory
- (2) Applicable Federal: Statutory
- (3) Employer's Liability:

Each Accident	<u>\$ 500,000</u>
Each Employee	<u>\$ 500,000</u>
Disease	<u>\$ 100,000</u>

5.04.A.3 thru 5.04.A.6 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- (1) Commercial General Liability (Bodily Injury and Property Damage single limit each occurrence): \$ 1,000,000
- (2) Umbrella Liability \$ 2,000,000
- (3) Business Automobile Liability:

Combined Single Limit -
(Bodily Injury and Property Damage)
\$ 1,000,000 Each Occurrence

SC-5.04.B.1 Additional Insureds:

Owner:	Engineer:
City of Crestview	(To Be Named At A Later Date)
Crestview, FL _____	

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

- (1) Each Aggregate \$ 1,000,000
- (2) Each Occurrence
(Bodily Injury and Property Damage) \$ 1,000,000

SC-5.06.A Revise paragraph 5.06.A. of the General Conditions as follows: Replace the word "Owner" with the word "CONTRACTOR" such that CONTRACTOR is required to purchase property insurance.

5.06.A.1 Name Additional Property Insureds (as previously listed).

5.06.A.2 Include coverage for hurricanes, floods, wind, and sinkholes.

5.06.A.7 Delete paragraph 5.06.A.7 in its entirety and replace with the following:

Be maintained in effect until Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of GC-5.08.

SC-5.06.B Delete paragraph 5.06.B in its entirety.

SC-5.10 Delete paragraph 5.10 of the General Conditions in its entirety and insert the following in its place:

5.10 The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06 for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.01.B Add to the end of 6.01.B "Resident superintendent shall be fluent in English."

SC-6.02

Add the following sub-paragraphs immediately after paragraph 6.02.B of the General Conditions which are to read as follow:

- 6.02.B.1 Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hour after sunrise to one-half hour before sunset but not more than eight (8) hours per day forty (40) hours per week during weekdays. Requests to Work during other than regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.
- 6.02.B.2 The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observation charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02.B.1.
- 6.02.B.3 The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.05

Delete the first paragraph in 6.05.A of the General Conditions in its entirety and insert the following in its place:

6.05.A ENGINEER and OWNER have no obligation to consider "or equal" items or substitutions unless such items are specifically identified in Section 00300 by CONTRACTOR at the time of bid. All "or equal" items and substitute items must be identified at the time of bid. It is the OWNER's sole prerogative to have ENGINEER review proposals, other than those identified in Section 00300, proposed by CONTRACTOR during the course of the Work. 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 and quality required. Unless the specification or description contains or is followed by words "or equal" or "or approved equal" no substitution is permitted. Other items of material or equipment of other Suppliers will be reviewed by ENGINEER, with OWNER's approval, if the material or equipment is not named in Section 00300.

- SC-6.08 Add the following to the end of paragraph 6.08.A in the General Conditions:
- "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as referenced in Section 01065: Permits and Fees. The CONTRACTOR shall obtain and pay for all other construction permits required."
- SC-6.11.B Add the following the end of 6.11.B:
- "Contractor shall remove and dispose of waste materials, rubbish, and other debris on a weekly basis or when directed by the OWNER or ENGINEER."
- SC-6.11.C Add to the end of 6.11.C:
- "Contractor shall clean the site and the Work to the satisfaction of the OWNER."
- SC-6.11 Add a new sub-paragraph immediately after paragraph 6.11.D of the General Conditions which are to read as follows:
- 6.11.E Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.
- SC-6.13.C The Owner does not have safety programs that are specifically applicable to the Work. All safety programs associated with the Work shall be the responsibility of the Contractor.
- SC-6.13.D Replace paragraph 6.13.D with the following:
- "Contractor's duties and responsibilities for safety and protection of the Work shall continue until Final Completion and at all times during the correction period that Contractor, subcontractor, supplier, or any other individual directly or indirectly employed by any of them are on site to perform work."

SC-6.13 Add the following paragraph 6.13.G:

"The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. Should there be any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 E.1 Add the following at the end of paragraph 6.17.E.1 in the General Conditions:

"Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first re-submittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time and other associated costs of subsequent re-submittals."

SC-6.22 Add the following new paragraphs after paragraph 6.21 of the General Conditions to read as follows:

6.22 Additional Costs: The CONTRACTOR shall reimburse the OWNER for services rendered by the ENGINEER when made necessary by the following:

6.22.1. Work damaged by fire, flood, lightning, or any other cause during construction.

6.22.2. Default by CONTRACTOR or any Subcontractor.

SC-7.01.C In the first sentence of paragraph 7.01.C, amend "promptly" to read "within three (3) days."

Amend the last sentence to read, "Contractor's failure to so report within three (3) days 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."

SC-7.02 Delete paragraph 7.02 of the General conditions in its entirety and insert the following in its place:

7.02 The parties expressly acknowledge that the Work to be done by the CONTRACTOR under this contract may interface with the Work of other contractors. Thus, in addition to the foregoing paragraphs in this Article 7, the following provisions apply.

7.02.A The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and CONTRACTOR shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.

7.02.B The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.

7.02.C Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.

7.02.D If the Work is delayed because of any acts or omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the General Conditions in its entirety.

SC-9.08.D Add the following sentences to the end of paragraph 9.08.D of the General Conditions:

"No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."

SC-10.01.C
&
SC-10.01.D

Add the following new paragraphs after paragraph 10.01.B of the General Conditions:

10.01.C At anytime, ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within seven (7) calendar days after receipt of a request for a quotation for a proposed change, the CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. ENGINEER shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12 of the General Conditions and in sufficient detail to permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required in Section 01310: Progress Schedules. Notwithstanding the request for quotation, the CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will be considered a non-prejudicial delay as defined in the Supplementary Conditions.

10.01.D The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all Work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, acceleration and cumulative impacts or ripple effect on all other non-affected Work under this contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in the Contract Price or Contract Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of the Change Order constitutes an

agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract Documents, and that the CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed.

SC-10.05 Add the following new paragraphs after paragraph 10.05.F of the General Conditions:

10.05.G. This Project is a "Public Work" under Chapter 255, Florida Statutes. No liens may be filed against OWNER. Any Claimant may apply to the OWNER for a copy of this Contract and the Public Construction Bond. The Claimant shall have a right of action against the CONTRACTOR and surety for the amount due him. Such action shall not involve the OWNER in any expense claims against the CONTRACTOR or the surety are subject to timely prior notice to both the CONTRACTOR and the Surety as specified in Section 255.05 Florida Statutes. The CONTRACTOR shall insert the following in all subcontracts hereunder.

"NOTICE: Claims for labor, materials, and supplies are not assertable against the OWNER and are subject to proper prior notice to the CONTRACTOR and the Surety pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be insert in every subcontract hereunder."

SC-12.02 Delete paragraph 12.02 of the General Conditions in its entirety and insert the following in its place:

12.02.A The Contract Time may be changed only by a Change Order. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has

given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment.

12.02.B No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.

12.02.C No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules, of the General Requirements.

12.02.D No extensions of Contract Time or increases in Contract Price shall be granted for Nonprejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-13.03 B Delete Paragraph 13.03.B and sub-paragraphs 13.03.B.1, 13.03.B.2 and 13.03.B.3 in their entirety and insert the following:

13.03.B Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. In addition to the requirements specified in Section 01410, CONTRACTOR shall pay for all inspections, tests or approvals covered by paragraph 13.03.C.

SC-13.06 Add a new paragraph 13.06.C as follows:

"The CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Cost for removing or correcting defective work."

SC-13.07.A Add a new paragraph 13.07.A.5:

"When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced."

- SC-13.07.B Revise the first (1st) sentence of paragraph 13.07.B as follows:
- "..., or in an emergency where delay would cause risk of loss, damage, present a threat to OWNER or the public, the environmental or cause or present a threat of violation of any Laws and Regulations, OWNER may..."
- SC-14.02 Add a new paragraph 14.02.A.4 as follows:
- "Applications for payment shall be in accordance with Section 01027."
- SC-14.02 Delete subparagraph 14.02.C of the General Conditions and replace it with the following sentence:
- "Thirty (30) days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.02.B) become due and payable by OWNER to CONTRACTOR."
- SC-14.04.A Delete the first sentence of paragraph 14.04.A of the General Conditions and replace it with the following sentences:
- "After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, then 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."
- SC-14.06.A Amend 14.06.A to read as follows:
- "After all requirements of Section 01700: Contract Closeout have been met with respect to Final Inspection 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. Contractor shall not request a Final Inspection until CONTRACTOR has achieved Substantial Completion."

SC-14.07.A Add the following subparagraphs after Paragraph 14.07.A.3 of the General Conditions:

14.07.A.4 Notwithstanding any provision of the Contract Documents to the contrary, the OWNER shall not be deemed to have accepted the Work or waived claims against the CONTRACTOR until (i) payment of all remaining amounts of the Contract Price as provided under Paragraph 5.3. of the Agreement, (ii) all Record Drawings, specifications, addenda, modifications and shop drawings are delivered to and accepted by the ENGINEER, and (iii) the CONTRACTOR has met all conditions of General Condition 13.07 - Correction Period.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01.A of the General Conditions to read as follows:

15.01.B Notwithstanding this paragraph 15.01, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.06 of the General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16.01 Add a new paragraph 16.01.D as follows:

"The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of the OWNER's choosing. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising therefrom, shall be governed by the laws of the State of Florida."

SC-17.01 Add the following after paragraph 17.01.A.2:

"3. Delivered by an independent carrier than can substantiate delivery with a tracking number and name of an individual or member of the firm accepting receipt."

SC-17.07
&
SC-17.08

Add the two paragraphs immediately after paragraph 17.06 of the General Conditions which are to read as follows:

17.07 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.

17.08 All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement. Also, the obligation of the CONTRACTOR to maintain the Work until Substantial Completion shall survive final payment and termination or completion of the Agreement.

END OF SECTION

SECTION 00843

CHANGE ORDER FORM

Project: Foxwood Estates Neighborhood Low Pressure Sewer Main Project

CHANGE ORDER NO. _____

DATE OF ISSUANCE: _____

CONTRACTOR: _____

EFFECTIVE DATE: _____

ENGINEER: _____

OWNER'S CONTRACT NO.: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ___ to No. ___ \$ _____	Net change from previous Change Orders No. ___ to No. ___ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. _____

- II. REQUIRED CHANGES: _____

- III. JUSTIFICATION: _____

- IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

ACCEPTED BY:

(Engineer)

(Contractor)

By: _____
(Authorized Signature) (Date)

By: _____
(Authorized Signature) (Date)

(Title)

(Title)

APPROVED BY:

City of Crestview, Florida

(Owner)

By: _____
(Authorized Signature) (Date)

END OF SECTION

SECTION 00844

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: Foxwood Estates Neighborhood Low Pressure
Sewer Main Project

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending _____

Change Order Summary		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by OWNER TOTAL			
Approved this month			
Number	Date Approved		
TOTALS			
Net Change by Change Orders			

- 1. ORIGINAL CONTRACT SUM \$ _____
- 2. Net Change by Change Order \$ _____
- 3. CONTRACT SUM TO DATE (Line 1 and 2) \$ _____
- 4. TOTAL COMPLETED AND STORED TO DATE \$ _____
- 5. RETAINAGE: (Column I & N, Forms 00845 and 00846)
 - a. ____% of Completed Work \$ _____
 - b. ____% of Stored Material \$ _____
 - Total Retainage (Line 5a and 5b) \$ _____
- 6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) \$ _____
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ _____
- 8. AMOUNT DUE THIS APPLICATION \$ _____
- 9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) \$ _____

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20__

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____

STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that(s) he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public
My Commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: _____
(Authorized Signature)

Date: _____

FOXWOOD LOW PRESSURE SEWER SYSTEM

Owner's Approval

By: _____

(Title)

Acct. No. _____

Date: _____

END OF SECTION

SECTION 00849

CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: Foxwood Estates Neighborhood Low Pressure Main Project dated the _____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way relieve the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

FOXWOOD LOW PRESSURE SEWER SYSTEM

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or _____ purpose therein expressed and that he had due and legal authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

END OF SECTION

**TECHNICAL
SPECIFICATIONS**

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with the installation of low-pressure sewer system force mains and appurtenances in the Foxwood Estates Neighborhood right-of-way and connect to the existing 4-inch low pressure sewer main along Antioch Road. This work will allow Owner to convert the subdivision from septic tanks to public sewer.
- B. The low pressure sewer mains may be installed at Contractor's option via direct bury or horizontal directional drilling or a combination of the two.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 PROPOSAL REQUESTS

- A. Owner may, in anticipation of ordering an addition, deletion, or revision to the Work, request Contractor to prepare a detailed proposal of cost and times to perform contemplated change.
- B. Proposal request will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Contractor to accurately estimate cost and time impact on Project.
- C. Proposal request is for information only; Contractor is neither authorized to execute proposed change nor to stop Work in progress as result of such request.
- D. Contractor's written proposal shall be transmitted to Engineer promptly, but not later than 14 days after Contractor's receipt of Owner's written request. Proposal shall remain firm for a maximum period of 45 days after receipt by Engineer.
- E. 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 Times (or Milestones).

1.02 CLAIMS

- A. Include, at a minimum:
 - 1. Specific references including (i) Drawing numbers, (ii) Specification section and article/paragraph number, and (iii) Submittal type, Submittal number, date reviewed, Engineer's comment, as applicable, with appropriate attachments.
 - 2. Stipulated facts and pertinent documents, including photographs and statements.
 - 3. Interpretations relied upon.
 - 4. Description of (i) nature and extent of Claim, (ii) who or what caused the situation, (iii) impact to the Work and work of others, and (iv) discussion of claimant's justification for requesting a change to price or times or both.
 - 5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.

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6. Requested Change in Contract Times: Include at least (i) Progress Schedule documentation showing logic diagram for request, (ii) documentation that float times available for Work have been used, and (iii) revised activity logic with durations including sub-network logic revisions, duration changes, and other interrelated schedule impacts, as appropriate.
7. Documentation as may be necessary as set forth below for Work Change Directive, and as Engineer may otherwise require.

1.03 WORK CHANGE DIRECTIVES

A. Procedures:

1. Engineer will:
 - a. Initiate, including a description of the Work involved and any attachments.
 - b. Affix signature, demonstrating Engineer's recommendation.
 - c. Transmit five copies to Owner for authorization.
2. Owner will:
 - a. Affix signature, demonstrating approval of the changes involved.
 - b. Return four copies to Engineer, who will retain one copy, send one copy to the Resident Project Representative or other field representative, and forward two copies to Contractor.
3. Upon completion of Work covered by the Work Change Directive or when final Contract Times and Contract Price are determined, Contractor shall submit documentation for inclusion in a Change Order.
4. Contractor's documentation shall include but not be limited to:
 - a. Appropriately detailed records of Work performed to enable determination of value of the Work.
 - b. Full information required to substantiate resulting change in Contract Times and Contract Price for Work. On request of Engineer, provide additional data necessary to support documentation.
 - c. Support data for Work performed on a unit price or Cost of the Work basis with additional information such as:
 - 1) Dates Work was performed, and by whom.
 - 2) Time records, wage rates paid, and equipment rental rates.
 - 3) Invoices and receipts for materials, equipment, and subcontracts, all similarly documented.

- B. Effective Date of Work Change Directive: Date of signature by Owner, unless otherwise indicated thereon.

1.04 CHANGE ORDERS

A. Procedure:

1. Engineer will prepare six copies of proposed Change Order and transmit such with Engineer's written recommendation and request to Contractor for signature.
2. Contractor shall, upon receipt, either: (i) promptly sign copies, retaining one for its file, and return remaining five copies to Engineer for Owner's signature, or (ii) return unsigned five copies with written justification for not executing Change Order.
3. Engineer will, upon receipt of Contractor signed copies, promptly forward Engineer's written recommendation and partially executed five copies for Owner's signature, or if Contractor fails to execute the Change Order, Engineer will promptly so notify Owner and transmit Contractor's justification to Owner.
4. Upon receipt of Contractor-executed Change Order, Owner will promptly either:
 - a. Execute Change Order, retaining one copy for its file and returning four copies to Engineer; or
 - b. Return to Engineer unsigned copies with written justification for not executing Change Order.
5. Upon receipt of Owner-executed Change Order, Engineer will transmit two copies to Contractor, one copy to Resident Project Representative or other field representative, and retain one copy, or if Owner fails to execute the Change Order, Engineer will promptly so notify Contractor and transmit Owner's justification to Contractor.
6. Upon receipt of Owner-executed Change Order, Contractor shall:
 - a. Perform Work covered by Change Order.
 - b. Revise Schedule of Values to adjust Contract Price and submit with next Application for Payment.
 - c. Revise Progress Schedule to reflect changes in Contract Times, if any, and to adjust times for other items of Work affected by change.
 - d. Enter changes in Project record documents after completion of change related Work.

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

1. Stipulated compensation (Contract Price or Contract Times, or both) set forth includes payment for (i) the Cost of the Work covered by the Change Order, (ii) Contractor's fee for overhead and profit, (iii) interruption of Progress Schedule, (iv) delay and impact, including cumulative impact, on other Work under the Contract Documents, and (v) extended overheads.

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2. Change Order constitutes full mutual accord and satisfaction for the change to the Work.
3. Unless otherwise stated in the Change Order, all requirements of the original Contract Documents apply to the Work covered by the Change Order.

1.05 COST OF THE WORK

- A. In determining the supplemental costs allowed in Paragraph 13.01.B.5 of the General Conditions for rental equipment and machinery, the following will apply.
- B. Rental of construction equipment and machinery and the parts thereof having a replacement value in excess of \$1,000, whether owned by Contractor or rented or leased from others, shall meet the following requirements:
 1. Full rental costs for leased equipment shall not exceed rates listed in the Rental Rate Blue Book published by Equipment Watch, as adjusted to the regional area of the Project. Owned equipment costs shall not exceed the single shift rates established in the Cost Reference Guide (CRG) published by Equipment Watch. The most recent published edition in effect at commencement of 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. Leased Equipment: For equipment leased or rented in arm's length transactions from outside vendors, maximum rates shall be determined by the following actual usage/Payment Category:
 - a. Less than 8 hours: Hourly rate.
 - b. 8 or more hours but less than 7 days: Daily rate.
 - c. 7 or more days but less than 30 days: Weekly rate.
 - d. 30 days or more: Monthly rate.
 4. Arm's length rental and lease transactions are those in which the firm involved in the rental or lease of equipment is not associated with, owned by, have common management, directorship, facilities and/or stockholders with the firm renting the equipment.
 5. Financial arrangements associated with rental and lease transactions that provide Contractor remuneration or discounts not visible to the Owner must be disclosed and integrated with charged rates.
 6. Leased Equipment in Use: Actual equipment use time documented by Engineer shall be the basis that 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 hourly operating cost rate set forth in the Rental Rate Blue Book if not already included in the lease rate. Hours of operation shall be based upon actual equipment usage to the nearest quarter hour, as recorded by Engineer.

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7. Leased Equipment, When Idle (Standby): Idle or standby equipment is equipment onsite 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 Engineer, shall be paid at the leasing rate determined above, excluding operational costs.
8. Owned and Other Equipment in Use: Equipment rates for owned equipment or equipment provided in other than arm's length transaction shall not exceed the single shift total hourly costs rate developed in accordance with the CRG and as modified herein for multiple shifts. This total hourly rate will be paid for each hour the equipment actually performs work. Hours of operation shall be based upon actual equipment usage as recorded by Engineer. This rate shall represent payment in full for Contractor's direct costs.
9. Owned and Other Equipment, When Idle (Standby): Equipment necessary to be onsite to perform the Work on single shift operations, but not utilized, shall be paid for at the ownership hourly expense rate developed in accordance with the CRG, provided its presence and necessity onsite has been documented by Engineer. Payment for idle time of portions of a normal workday, in conjunction with original contract Work, will not be allowed. In no event shall idle time claimed in a day for a particular piece of equipment exceed the normal Work or shift schedule established for the Project. It is agreed that this rate shall represent payment in full for Contractor's direct costs. When Engineer determines that the equipment is not needed to continuously remain at the Work Site, payment will be limited to actual hours in use.
10. Owned and Other Equipment, Multiple Shifts: For multiple shift operations, the CRG single shift total hourly costs rate shall apply to the operating equipment during the first shift. For subsequent shifts, up to two in a 24-hour day, operating rate shall be the sum of the total hourly CRG operating cost and 60 percent of the CRG ownership and overhaul expense. Payment for idle or standby time for second and third shifts shall be 20 percent of the CRG ownership and overhaul expense.
11. When necessary to obtain owned equipment from sources beyond the Project limits, the actual cost to transfer equipment to the Site and return it to its original location will be allowed as an additional item of expense. Move-in and move-out allowances will not be made for equipment brought to the Project if the equipment is also used on original Contract or related Work.
12. If the move-out destination is not to the original location, payment for move-out will not exceed payment for move-in.

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13. If move is made by common carrier, the allowance will be the amount paid for the freight. If equipment is hauled with Contractor's own forces, rental will be allowed for the hauling unit plus the hauling unit operator's wage. If equipment is transferred under its own power, the rental will be 75 percent of the appropriate total hourly costs for the equipment, without attachments, plus the equipment operator's wage.
14. Charges for time utilized in servicing equipment to ready it for use prior to moving and similar charges will not be allowed.
15. When a breakdown occurs on any piece of owned equipment, payment shall cease for that equipment and any other owned equipment idled by the breakdown.
16. If any part of the Work is shut down by Owner, standby time will be paid during nonoperating 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.
17. If a rate has not been established in the CRG for owned equipment, Contractor may:
 - a. If approved by Engineer, use the rate of the most similar model found, considering such characteristics as manufacturer, capacity, horsepower, age, and fuel type, or
 - b. Request Equipment Watch to furnish a written response for a rate on the equipment, which shall be presented to Engineer for approval; or
 - c. Request Engineer to establish a rate.

1.06 FIELD ORDER

- A. Engineer will issue Field Orders, with three copies to Contractor.
- B. Effective date of the Field Order shall be the date of signature by Engineer, unless otherwise indicated thereon.
- C. Contractor shall acknowledge receipt by signing and returning one copy to Engineer.
- D. Field Orders will be incorporated into subsequent Change Orders, as a no-cost change to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 29 00
PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SUBMITTALS

- A. Informational Submittals:
 - 1. Schedule of Values: Submit on Contractor's standard form.
 - 2. Schedule of Estimated Progress Payments:
 - a. Submit with initially acceptable Schedule of Values.
 - b. Submit adjustments thereto with Application for Payment.
 - 3. A Application for Payment.
 - 4. F Final Application for Payment.

1.02 SCHEDULE OF VALUES

- A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.
- B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.
- C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- D. Lump Sum Work:
 - 1. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and contract closeout separately.
 - a. Mobilization includes, at minimum, items identified in Section 01 50 00, Temporary Facilities and Controls.
 - b. Include item(s) for monthly progress schedule update.
 - 2. Break down by Division 02 through 49 with appropriate subdivision of each specification for each Project facility.
- E. An unbalanced or front-end loaded schedule will not be acceptable.
- F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.
- G. Submit Schedule of Values on a CD in a spreadsheet format compatible with latest version of MS Excel.

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1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.04 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form suitable to Owner.
- C. Provide separate form for each schedule as applicable.
- D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- E. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Engineer.
- F. Preparation:
 - 1. Round values to nearest dollar.
 - 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.

1.05 MEASUREMENT—GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, weigh material on scales furnished by Contractor and certified accurate by state agency responsible. Obtain weight or load slip from weigher and deliver to Owner's representative at point of delivery of material.

FOXWOOD LOW PRESSURE SEWER SYSTEM

- C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by Engineer. Each vehicle shall bear a plainly legible identification mark.
- E. Haul materials that are specified for measurement by the cubic yard measured in the vehicle in transport vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Load vehicles to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Units of measure shown on Bid Form shall be as follows, unless specified otherwise.

Item	Method of Measurement
AC	Acre—Field Measure by Engineer
CY	Cubic Yard—Field Measure by Engineer within limits specified or shown
CY-VM	Cubic Yard—Measured in Vehicle by Volume
EA	Each—Field Count by Engineer
GAL	Gallon—Field Measure by Engineer
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure by Engineer
SF	Square Foot
SY	Square Yard
TON	Ton—Weight Measure by Scale (2,000 pounds)

- G. Measurement of Linear Items: Where payment will be made based on linear quantities and on parameters other than length, those parameters shall be as follows.

FOXWOOD LOW PRESSURE SEWER SYSTEM

1.06 PAYMENT

- A. Payment for all Lump Sum Work shown or specified in Contract Documents is included in the Contract Price. Payment will be based on a percentage complete basis for each line item of the accepted Schedule of Values.
- B. Payment for Lump Sum Work covers all Work specified or shown within the limits or Specification sections.

Item	Description
Mobilization/ Demobilization	The Work shall consist of the mobilization and demobilization of the Contractor’s forces, equipment necessary for performing the Work required under the Contract. Total payment for this bid item will not exceed 5 percent of the Contractor’s base bid price.
General Conditions	Includes all associated costs for the Contractor to facilitate the Project including all necessary performance and payment bonds, insurances, and administrative costs as outlined in the Contract Documents. The General Conditions also includes temporary facilities as specified in Section 01 50 00, Temporary Facilities and Controls.
4-inch Low Pressure Sewer	Work includes all labor, pipe, and other materials and equipment associated with the installation of the 4-inch low pressure sewer force mains within the Foxwood Estates Neighborhood and along Antioch Road as shown on the Drawings. Item includes all excavation, dewatering/control of water, pipe, fittings, pipe bedding, pipe zone material, backfill, warning tape, HDD and or boring operations, and pipe leakage testing. At Contractor’s option, the 4-inch pipe and fittings may be installed with either HDPE or C900 pipe material. All 4-inch pipe within the neighborhood is to be installed using the same pipe material selected.

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Item	Description
3-inch Low Pressure Sewer	Work includes all labor, pipe, and other materials and equipment associated with the installation of the 3-inch HDPE low pressure sewer force mains. Item includes all excavation, dewatering/control of water, pipe, fittings, pipe bedding, pipe zone material, backfill, warning tape, HDD and or boring operations, and pipe leakage testing.
2-inch Low Pressure Sewer	Work includes all labor, pipe, and other materials and equipment associated with the installation of the 2-inch HDPE low pressure sewer force mains. Item includes all excavation, dewatering/control of water, pipe, fittings, pipe bedding, pipe zone material, backfill, warning tape, HDD and or boring operations, and pipe leakage testing.
Flushing Connection	Work item includes all labor, materials, and equipment associated with installation of a flushing connection assembly and manhole as shown on the Drawings.
4-inch Isolation Valves	Work item includes all labor, valves, fittings, and other materials, and equipment associated with installation of a 4-inch isolation valve.
3-inch Isolation Valves	Work item includes all labor, valves, fittings, and other materials, and equipment associated with installation of a 3-inch isolation valve.
2-inch Isolation Valves	Work item includes all labor, valves, fittings, and other materials, and equipment associated with installation of a 2-inch isolation valve.
Service Connections	Work item includes all labor, materials, and equipment associated with installation of a service connection as shown on the Drawings. This work includes the wye connection to the LPSS FM, the service line and isolation and check valves, vault and other appurtenances necessary.
Air/Vacuum Valve Assembly	Work item includes all labor, materials, and equipment associated with installation of an air release and vacuum valve assembly and manhole as shown on the Drawings.

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Item	Description
Erosion Control	Work item includes all services, labor, materials and equipment required to permit, implement, install, monitor and maintain BMPs during construction and removal of BMPs after the site is fully stabilized.
Road and Driveway Repair	Work item includes all labor, materials and equipment necessary to repair any and all roadway and driveway surfaces disturbed during the Work.
Site Restoration	Item includes all labor, materials and equipment required to restore the site including preparation, seeding, sodding and maintenance to stabilize and restore all areas disturbed in the completion of the Project not to be paved. Any disturbed landscape or hardscape features are to be restored to original or better condition.
Owner's Allowance	This allowance provides for the cost associated with any additional Work as directed by the City. The cost of Work shall be based upon a detailed unit price or detailed lump sum proposal submitted to the Engineer by the Contractor for review and approval in accordance with the requirements of the Contract Documents.

1.07 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by Owner.
6. Material remaining on hand after completion of Work.

1.08 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings and preliminary operation and maintenance data is acceptable to Engineer.

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- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 31 13
PROJECT COORDINATION**

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational:

1. Statement of Qualification (SOQ) for land surveyor or civil engineer.
2. Photographs:
 - a. Digital Images: Submit two copies of DVD disc containing images within 5 days of being taken. Each image is to have a minimum file size of 1.4 Mb (1,400 Kb) so viewed resolution is high quality. The production of larger file sizes with higher resolution is encouraged.
3. Video Recordings: Submit two copies within 5 days of being taken.

1.02 RELATED WORK AT SITE

A. General:

1. Other work that is either directly or indirectly related to scheduled performance of the Work under these Contract Documents, listed henceforth, is anticipated to be performed at Site by others.
2. Coordinate the Work of these Contract Documents with work of others as specified in General Conditions.
3. Include sequencing constraints specified herein as a part of Progress Schedule.
4. Other work may be performed at the site that is not listed herein.

1.03 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during the Work.**

1.04 PROJECT MILESTONES

- A. General: Include the Milestones specified herein as a part of the Progress Schedule required under Section 01 32 00, Construction Progress Documentation.**

FOXWOOD LOW PRESSURE SEWER SYSTEM

1.05 WORK SEQUENCING/CONSTRAINTS

- A. Include the following work sequences in the Progress Schedule:
 - 1. Maintain water and sewer service to customers throughout construction.

1.06 FACILITY OPERATIONS

- A. Continuous operation of Owner's facilities is of critical importance. No utility services are to be taken out of service. Contact and coordinate with Owner if the need arises to temporarily close service.
- B. Do not proceed with Work affecting a facility's operation without obtaining Owner's and Engineer's advance approval of the need for and duration of such Work.
- C. Relocation of Existing Facilities:
 - 1. During construction, it is expected that minor relocations of Work will be necessary.
 - 2. Provide complete relocation of existing structures and Underground Facilities, including piping, utilities, equipment, structures, electrical conduit wiring, electrical duct bank, and other necessary items.
 - 3. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
 - 4. Perform relocations to minimize downtime of existing facilities.
 - 5. Install new portions of existing facilities in their relocated position prior to removal of existing facilities, unless otherwise accepted by Engineer.

1.07 ADJACENT FACILITIES AND PROPERTIES

- A. Examination:
 - 1. After Effective Date of the Agreement and before Work at Site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.
 - 2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.

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B. Documentation:

1. Record and submit documentation of observations made on examination inspections in accordance with Article Construction Photographs and Article Audio-Video Recordings.
2. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.08 CONSTRUCTION PHOTOGRAPHS

A. General:

1. Photographically document all phases of the Project including preconstruction, construction progress, and post-construction.
2. Engineer shall have right to select subject matter and vantage point from which photographs are to be taken.
3. Digital Images: No post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.

B. Preconstruction and Post-Construction:

1. After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take a minimum of 48 photographs of Site and property adjacent to perimeter of Site.
2. Particular emphasis shall be directed to structures both inside and outside the Site.
3. Format: Digital, minimum resolution of 1680 by 2240 pixels and 24-bit, millions of color.

C. Construction Progress Photos:

1. Photographically demonstrate progress of construction, showing every aspect of Site and adjacent properties as well as interior and exterior of new or impacted structures.
2. Weekly: Take 48 photographs using digital, minimum resolution of 1680 by 2240 pixels and 24-bit, millions of colors.
3. Monthly: Take 50 photographs using digital, minimum resolution of 1680 by 2240 pixels and 24-bit, millions of colors.

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D. Documentation:

1. Digital Images:

- a. Electronic image shall have date taken embedded into image.
- b. Archive using a commercially available photo management system that provides listing of photographs including date, keyword description, and direction of photograph.
- c. Label each disk with Project and Owner's name, and month and year images were produced.

1.09 AUDIO-VIDEO RECORDINGS

- A. Prior to beginning the Work on Site or of a particular area of the Work, and again within 10 days following date of Substantial Completion, videograph Site and property adjacent to Site.
- B. In the case of preconstruction recording, no work shall begin in the area prior to Engineer's review and approval of content and quality of video for that area.
- C. Particular emphasis shall be directed to physical condition of existing vegetation, structures, and pavements within and areas adjacent to and within the right-of-way or easement, and on Contractor storage and staging areas.
- D. Engineer shall have right to select subject matter and vantage point from which videos are to be taken.
- E. Video Format and Quality:
 1. DVD format, with sound.
 2. Video:
 - a. Produce bright, sharp, and clear images with accurate colors, free of distortion and other forms of picture imperfections.
 - b. Electronically, and accurately display the month, day, year, and time of day of the recording.
 3. Audio:
 - a. Audio documentation shall be done clearly, precisely, and at a moderate pace.
 - b. Indicate date, project name, and a brief description of the location of recording, including:
 - 1) Facility name.
 - 2) Street names or easements.
 - 3) Addresses of private property.
 - 4) Direction of coverage, including engineering stationing, if applicable.

F. Documentation:

1. DVD Label:
 - a. DVD number (numbered sequentially, beginning with 001).
 - b. Project name.
 - c. Name of street(s) or easement(s) included.
 - d. Date and time of coverage.
2. Project Video Log: Maintain an ongoing log that incorporates above noted label information for DVDs on Project.

1.10 REFERENCE POINTS AND SURVEYS

A. Location and elevation of bench marks are shown on the Drawings.

B. Contractor's Responsibilities:

1. Provide additional survey and layout required to layout the Work.
2. Notify Engineer at least 3 working days in advance of time when grade and line to be provided by Owner will be needed.
3. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
4. In event of discrepancy in data or staking provided by Owner, request clarification before proceeding with Work.
5. Retain professional land surveyor or civil engineer registered in state of Project who shall perform or supervise engineering surveying necessary for additional construction staking and layout.
6. Maintain complete accurate log of survey work as it progresses as a Record Document.
7. On request of Engineer, submit documentation.
8. Provide competent employee(s), tools, stakes, and other equipment and materials as Engineer may require to:
 - a. Establish control points, lines, and easement boundaries.
 - b. Check layout, survey, and measurement work performed by others.
 - c. Measure quantities for payment purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch Work and work of others, including excavation and backfill as required, to make Work complete.

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- B. Obtain prior written authorization of Engineer and Owner before commencing Work to cut or otherwise alter:
 - 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 - 2. Weather-resistant or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Work of others.
- C. Refinish surfaces to provide an even finish.
 - 1. Refinish continuous surfaces to nearest intersection.
 - 2. Refinish entire assemblies.
 - 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and the Work is evident in finished surfaces.
- D. Restore existing work, Underground Facilities, and surfaces that are to remain in completed Work including concrete-embedded piping, conduit, and other utilities as specified and as shown on the Drawings.
- E. Make restorations with new materials and appropriate methods as specified for new Work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.
- F. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
- G. Remove specimens of installed Work for testing when requested by Engineer.

END OF SECTION

**SECTION 01 31 19
PROJECT MEETINGS**

PART 1 GENERAL

1.01 GENERAL

- A. Engineer will schedule physical arrangements for meetings throughout progress of the Work, prepare meeting agenda with regular participant input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.

1.02 PRECONSTRUCTION CONFERENCE

- A. Contractor shall be prepared to discuss the following subjects, as a minimum:
1. Required schedules.
 2. Status of Bonds and insurance.
 3. Sequencing of critical path work items.
 4. Progress payment procedures.
 5. Project changes and clarification procedures.
 6. Use of Site, access, office and storage areas, security, and temporary facilities.
 7. Major product delivery and priorities.
 8. Contractor's safety plan and representative.
- B. Attendees will include:
1. Owner's representatives.
 2. Contractor's office representative.
 3. Contractor's resident superintendent.
 4. Contractor's quality control representative.
 5. Subcontractors' representatives whom Contractor may desire or Engineer may request to attend.
 6. Engineer's representatives.
 7. Others as appropriate.

1.03 PROGRESS MEETINGS

- A. Engineer will schedule regular progress meetings at Site, conducted monthly to review the Work progress, Progress Schedule, Schedule of Submittals, Application for Payment, contract modifications, and other matters needing discussion and resolution.

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B. Attendees will include:

1. Owner's representative(s), as appropriate.
2. Contractor, Subcontractors, and Suppliers, as appropriate.
3. Engineer's representative(s).
4. Others as appropriate.

1.04 PREINSTALLATION MEETINGS

- A. When required in individual Specification sections, convene at Site prior to commencing the Work of that section.
- B. Require attendance of entities directly affecting, or affected by, the Work of that section.
- C. Notify Engineer 4 days in advance of meeting date.
- D. Provide suggested agenda to Engineer to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.

1.05 OTHER MEETINGS

- A. In accordance with Contract Documents and as may be required by Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Preliminary Progress Schedule: Submit at least 7 days prior to preconstruction conference.
2. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 90 days after Effective Date of the Agreement.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Article Detailed Progress Schedule.
3. Submit with Each Progress Schedule Submission:
 - a. Contractor's certification that Progress Schedule submission is actual schedule being used for execution of the Work.
 - b. Electronic file compatible with latest version of Microsoft Project, unless otherwise approved by Engineer.
 - c. Progress Schedule: Four legible copies.
 - d. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
4. Prior to final payment, submit a final Updated Progress Schedule.

1.02 PRELIMINARY PROGRESS SCHEDULE

- A. In addition to basic requirements outlined in General Conditions, show a detailed schedule, beginning with Notice to Proceed, for minimum duration of 90 days, and a summary of balance of Project through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.
 3. Submittals, with review time. Contractor may use Schedule of Submittals specified in Section 01 33 00, Submittal Procedures.
 4. Early procurement activities for long lead equipment and materials.
 5. Initial Site work.
 6. Earthwork.
 7. Specified Work sequences and construction constraints.
 8. Contract Milestone and Completion Dates.
 9. Owner-furnished products delivery dates or ranges of dates.

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10. Major structural, mechanical, equipment, electrical, architectural, and instrumentation and control Work.
 11. System startup summary.
 12. Project close-out summary.
 13. Demobilization summary.
- C. Update Preliminary Progress Schedule monthly as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to Engineer.
- D. Format: In accordance with Article Progress Schedule—Bar Chart.

1.03 DETAILED PROGRESS SCHEDULE

- A. In addition to requirements of General Conditions, submit Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.
- B. Show the duration and sequences of activities required for complete performance of the Work reflecting means and methods chosen by Contractor.
- C. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.
- D. Format: In accordance with Article Progress Schedule—Bar Chart

1.04 PROGRESS SCHEDULE—BAR CHART

- A. General: Comprehensive bar chart schedule, generally as outlined in Associated General Contractors of America (AGC) 580, “Construction Project Planning and Scheduling Guidelines.” If a conflict occurs between the AGC publication and this Specification, this Specification shall govern.
- B. Format:
1. Unless otherwise approved, white paper, 11-inch by 17-inch sheet size.
 2. Title Block: Show name of Project and Owner, date submitted, revision or update number, and name of scheduler.
 3. Identify horizontally, across the top of the schedule, the time frame by year, month, and day.
 4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
 5. Legend: Describe standard and special symbols used.

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- C. Contents: Identify, in chronological order, those activities reasonably required to complete the Work, including as applicable, but not limited to:
1. Obtaining permits, submittals for early product procurement, and long lead time items.
 2. Mobilization and other preliminary activities.
 3. Initial Site work.
 4. Specified Work sequences, constraints, and Milestones, including Substantial Completion date(s).
 5. Subcontract Work.
 6. Major equipment design, fabrication, factory testing, and delivery dates.
 7. Delivery dates for Owner-Furnished products, as specified in Section 01 11 00, Summary of Work.
 8. Sitework.
 9. Concrete Work.
 10. Structural steel Work.
 11. Architectural features Work.
 12. Conveying systems Work.
 13. Equipment Work.
 14. Mechanical Work.
 15. Electrical Work.
 16. Instrumentation and control Work.
 17. Interfaces with Owner-furnished equipment.
 18. Other important Work for each major facility.
 19. Equipment and system startup and test activities.
 20. Project closeout and cleanup.
 21. Demobilization.

1.05 PROGRESS OF THE WORK

- A. Updated Progress Schedule shall reflect:
1. Progress of Work to within 5 working days prior to submission.
 2. Approved changes in Work scope and activities modified since submission.
 3. Delays in Submittals or resubmittals, deliveries, or Work.
 4. Adjusted or modified sequences of Work.
 5. Other identifiable changes.
 6. Revised projections of progress and completion.
 7. Report of changed logic.
- B. Produce detailed sub-schedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns.

- C. If an activity is not completed by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), submit, within 7 days of such failure, a written statement as to how nonperformance will be corrected to return Project to acceptable current Progress Schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.
- D. Owner may order Contractor to increase plant, equipment, labor force, or working hours if Contractor fails to:
 - 1. Complete a Milestone activity by its completion date.
 - 2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.06 SCHEDULE ACCEPTANCE

- A. Engineer's acceptance will demonstrate agreement that:
 - 1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion and all intermediate Milestones, are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Specified Owner-furnished Equipment or Material arrival dates, or range of dates, are included.
 - d. Access restrictions are accurately reflected.
 - e. Startup and testing times are as specified.
 - f. Submittal review times are as specified.
 - g. Startup testing duration is as specified, and timing is acceptable.
 - 2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgment, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.
- B. Unacceptable Preliminary Progress Schedule:
 - 1. Make requested corrections; resubmit within 10 days.

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2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, including updating schedule on a monthly basis to reflect actual progress and occurrences to date.
- C. Unacceptable Detailed Progress Schedule:
1. Make requested corrections; resubmit within 10 days.
 2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.
- D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

1.07 ADJUSTMENT OF CONTRACT TIMES

- A. Reference General Conditions and Section 01 26 00, Contract Modification Procedures.
- B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- C. Schedule Contingency:
1. Contingency, when used in the context of the Progress Schedule, is time between Contractor's proposed Completion Time and Contract Completion Time.
 2. Contingency included in Progress Schedule is a Project resource available to both Contractor and Owner to meet Contract Milestones and Contract Times. Use of Schedule contingency shall be shared to the proportionate benefit of both parties.
 3. Use of schedule contingency suppression techniques such as preferential sequencing and extended activity times is prohibited.
 4. Pursuant to Contingency sharing provisions of this specification, no time extensions will be granted, nor will delay damages be paid until a delay occurs which (i) consumes all available contingency time, and (ii) extends Work beyond the Contract Completion date.
- D. Claims Based on Contract Times:
1. Where Engineer has not yet rendered formal decision on Contractor's Claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, reflect an interim adjustment in the Progress Schedule as acceptable to Engineer.

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2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
3. Revise Progress Schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Deferred Submittal: Information submitted by Contractor for portions of design that are to be submitted to permitting agency for approval prior to installation of that portion of the Work, along with Engineer's review documentation that submittal has been found to be in general conformance with Project's design.
- C. Informational Submittal: Information submitted by Contractor that requires Engineer's review and determination that submitted information is in accordance with the Conditions of the Contract.

1.02 PROCEDURES

- A. Direct submittals to Engineer at the following, unless specified otherwise.
 - 1. Available at preconstruction conference.
- B. Electronic Submittals: Submittals shall, unless specifically accepted, be made in electronic format.
 - 1. Each submittal shall be an electronic file in Adobe Acrobat Portable Document Format (PDF). Use the latest version available at time of execution of the Agreement.
 - 2. Electronic files that contain more than 10 pages in PDF format shall contain internal bookmarking from an index page to major sections of the document.
 - 3. PDF files shall be set to open "Bookmarks and Page" view.
 - 4. Add general information to each PDF file, including title, subject, author, and keywords.
 - 5. PDF files shall be set up to print legibly at 8.5-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch. No other paper sizes will be accepted.
 - 6. Submit new electronic files for each resubmittal.
 - 7. Include a copy of the Transmittal of Contractor's Submittal form, located at end of section, with each electronic file.
 - 8. Engineer will reject submittal that is not electronically submitted, unless specifically accepted.

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9. Provide Engineer with authorization to reproduce and distribute each file as many times as necessary for Project documentation.
10. Detailed procedures for handling electronic submittals will be discussed at the preconstruction conference.

C. Transmittal of Submittal:

1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting to Engineer.
 - 1) Stamp to include Project name, submittal number, Specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
2. Complete, sign, and transmit with each submittal package, one Transmittal of Contractor's Submittal form attached at end of this section.
3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.
 - 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Engineer's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
4. Identify and describe each deviation or variation from Contract Documents.

D. Format:

1. Do not base Shop Drawings on reproductions of Contract Documents.
2. Package submittal information by individual Specification section. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
4. Index with labeled tab dividers in orderly manner.

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- E. Timeliness: Schedule and submit in accordance Schedule of Submittals and requirements of individual Specification sections.
- F. Processing Time:
 - 1. Time for review shall commence on Engineer's receipt of submittal.
 - 2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified. For submittals in excess of 50 pages, Engineer's response will be within 45 days after receipt.
 - 3. Resubmittals will be subject to same review time.
 - 4. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.
- G. Resubmittals: Clearly identify each correction or change made.
- H. Incomplete Submittals:
 - 1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 - 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp; completed and signed.
 - b. Transmittal of Contractor's Submittal; completed and signed.
 - c. Insufficient number of copies.
- I. Submittals not required by Contract Documents:
 - 1. Will not be reviewed and will be returned stamped "Not Subject to Review."
 - 2. Engineer will keep one copy and return submittal to Contractor.

1.03 ACTION SUBMITTALS

- A. Prepare and submit Action Submittals required by individual Specification sections.
- B. Shop Drawings:
 - 1. Copies: Electronic.
 - 2. Identify and Indicate:
 - a. Applicable Contract Drawing and Detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on the Drawings.

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- c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
 3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
 4. Product Data: Provide as specified in individual Specifications.
 5. Deferred Submittal: See the Drawings for list of deferred submittals.
 - a. Contractor-design drawings and product data related to permanent construction.
 - 1) Written and graphic information.
 - 2) Drawings.
 - 3) Cut sheets.
 - 4) Data sheets.
 - 5) Action item submittals requested in individual Specification section.
 - b. Prior to installation of indicated structural or nonstructural element, equipment, distribution system, or component or its anchorage, submit required supporting data and drawings for review and acceptance by Engineer. Documentation of review and approval provided on Engineer's comment form, along with completed submittal, shall be filed with permitting agency by Contractor and approved by permitting agency prior to installation.
 6. Foreign Manufacturers: When proposed, include names and addresses of at least two companies that maintain technical service representatives close to Project.

C. Samples:

1. Copies: Two, unless otherwise specified in individual Specifications.
2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.
 - b. Model number.
 - c. Material.
 - d. Sample source.
3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
4. Full-size Samples:
 - a. Size as indicated in individual Specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.

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- D. Action Submittal Dispositions: Engineer will review, comment, stamp, and distribute as noted:
1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.
 2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution: Electronic.
 3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution: Electronic.
 4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution: Electronic.

1.04 INFORMATIONAL SUBMITTALS

- A. General:
1. Copies: Submit three copies, unless otherwise indicated in individual Specification section.
 2. Refer to individual Specification sections for specific submittal requirements.
 3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copy to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and return remaining copy with review comments to Contractor, and require that submittal be corrected and resubmitted.
- B. Certificates:
1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
 2. Welding: In accordance with individual Specification sections.

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3. Installer: Prepare written statements on manufacturer's letterhead certifying installer complies with requirements as specified in individual Specification section.
 4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.
 6. Manufacturer's Certificate of Compliance: In accordance with Section 01 61 00, Common Product Requirements.
 7. Manufacturer's Certificate of Proper Installation: In accordance with Section 01 43 33, Manufacturers' Field Services.
- C. Construction Photographs Video: In accordance with Section 01 31 13, Project Coordination, and as may otherwise be required in Contract Documents.
- D. Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.
- E. Contractor-design Data (related to temporary construction):
1. Written and graphic information.
 2. List of assumptions.
 3. List of performance and design criteria.
 4. Summary of loads or load diagram, if applicable.
 5. Calculations.
 6. List of applicable codes and regulations.
 7. Name and version of software.
 8. Information requested in individual Specification section.
- F. Deferred Submittals: See the Drawings for list of deferred submittals.
1. Contractor-design data related to permanent construction:
 - a. List of assumptions.
 - b. List of performance and design criteria.
 - c. Summary of loads or load diagram, if applicable.
 - d. Calculations.
 - e. List of applicable codes and regulations.
 - f. Name and version of design software.
 - g. Factory test results.
 - h. Informational submittals requested in individual Specification section.
 2. Prior to installation of indicated structural or nonstructural element, equipment, distribution system, or component or its anchorage, submit calculations and test results of Contractor-designed components for review by Engineer.

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- G. **Manufacturer's Instructions:** Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification section.
- H. **Operation and Maintenance Data:** As required in Section 01 78 23, Operation and Maintenance Data.
- I. **Payment:**
 - 1. **Application for Payment:** In accordance with Section 01 29 00, Payment Procedures.
 - 2. **Schedule of Values:** In accordance with Section 01 29 00, Payment Procedures.
 - 3. **Schedule of Estimated Progress Payments:** In accordance with Section 01 29 00, Payment Procedures.
- J. **Quality Control Documentation:** As required in Section 01 45 16.13, Contractor Quality Control.
- K. **Schedules:**
 - 1. **Schedule of Submittals:** Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, Construction Progress Documentation.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system as specified under Paragraph Transmittal of Submittal.
 - 3) Estimated date of submission to Engineer, including reviewing and processing time.
 - b. On a monthly basis, submit updated Schedule of Submittals to Engineer if changes have occurred or resubmittals are required.
 - 2. **Progress Schedules:** In accordance with Section 01 32 00, Construction Progress Documentation.
- L. **Special Guarantee:** Supplier's written guarantee as required in individual Specification sections.
- M. **Statement of Qualification:** Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.

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- N. Submittals Required by Laws, Regulations, and Governing Agencies:
1. Promptly submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- O. Test, Evaluation, and Inspection Reports:
1. General: Shall contain signature of person responsible for test or report.
 2. Factory:
 - a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual Specification sections.
 3. Field:
 - a. As a minimum, include the following:
 - 1) Project title and number.
 - 2) Date and time.
 - 3) Record of temperature and weather conditions.
 - 4) Identification of product and Specification section.
 - 5) Type and location of test, Sample, or inspection, including referenced standard or code.
 - 6) Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - 7) If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - 8) Provide interpretation of test results, when requested by Engineer.
 - 9) Other items as identified in individual Specification sections.
- P. Testing and Startup Data: In accordance with Section 01 91 14, Equipment Testing and Facility Startup.
- Q. Training Data: In accordance with Section 01 43 33, Manufacturers' Field Services.

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1.05 SUPPLEMENTS

A. The supplement listed below, following “End of Section”, is part of this Specification.

1. Forms: Transmittal of Contractor’s Submittal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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TRANSMITTAL OF CONTRACTOR'S SUBMITTAL (ATTACH TO EACH SUBMITTAL)	
DATE: _____	
TO: _____ _____ _____ _____ FROM: _____ <div style="text-align: center;">Contractor</div> _____ _____ _____	Submittal No.: _____ <input type="checkbox"/> New Submittal <input type="checkbox"/> Resubmittal Project: _____ Project No.: _____ Specification Section No.: _____ (Cover only one section with each transmittal) Schedule Date of Submittal: _____
SUBMITTAL TYPE:	<input type="checkbox"/> Shop Drawing <input type="checkbox"/> Sample <input type="checkbox"/> Informational <input type="checkbox"/> Deferred

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
 Contractor (Authorized Signature)

**SECTION 01 42 13
ABBREVIATIONS AND ACRONYMS**

PART 1 GENERAL

1.01 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

- A. Reference to standards and specifications of technical societies and reporting and resolving discrepancies associated therewith shall be as provided in Article 3 of the General Conditions, and as may otherwise be required herein and in the individual specification sections.
- B. Work specified by reference to published standard or specification of government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet requirements or surpass minimum standards of quality for materials and workmanship established by designated standard or specification.
- C. Where so specified, products or workmanship shall also meet or exceed additional prescriptive or performance requirements included within Contract Documents to establish a higher or more stringent standard of quality than required by referenced standard.
- D. Where two or more standards are specified to establish quality, product and workmanship shall meet or exceed requirements of most stringent.
- E. Where both a standard and a brand name are specified for a product in Contract Documents, proprietary product named shall meet or exceed requirements of specified reference standard.
- F. Copies of standards and specifications of technical societies:
 - 1. Copies of applicable referenced standards have not been bound in these Contract Documents.
 - 2. Where copies of standards are needed by Contractor, obtain a copy or copies directly from publication source and maintain in an orderly manner at the Site as Work Site records, available to Contractor's personnel, Subcontractors, Owner, and Engineer.

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1.02 ABBREVIATIONS

A. Abbreviations for trade organizations and government agencies: Following is a list of construction industry organizations and government agencies to which references may be made in the Contract Documents, with abbreviations used.

1.	AA	Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AAMA	American Architectural Manufacturers Association
4.	AASHTO	American Association of State Highway and Transportation Officials
5.	ABMA	American Bearing Manufacturers' Association
6.	ACI	American Concrete Institute
7.	AEIC	Association of Edison Illuminating Companies
8.	AGA	American Gas Association
9.	AGMA	American Gear Manufacturers' Association
10.	AI	Asphalt Institute
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AITC	American Institute of Timber Construction
14.	ALS	American Lumber Standards
15.	AMCA	Air Movement and Control Association
16.	ANSI	American National Standards Institute
17.	APA	APA – The Engineered Wood Association
18.	API	American Petroleum Institute
19.	APWA	American Public Works Association
20.	AHRI	Air-Conditioning, Heating, and Refrigeration Institute
21.	ASA	Acoustical Society of America
22.	ASABE	American Society of Agricultural and Biological Engineers
23.	ASCE	American Society of Civil Engineers
24.	ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
25.	ASME	American Society of Mechanical Engineers
26.	ASNT	American Society for Nondestructive Testing
27.	ASSE	American Society of Sanitary Engineering
28.	ASTM	ASTM International
29.	AWI	Architectural Woodwork Institute
30.	AWPA	American Wood Preservers' Association
31.	AWPI	American Wood Preservers' Institute
32.	AWS	American Welding Society
33.	AWWA	American Water Works Association
34.	BHMA	Builders Hardware Manufacturers' Association

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35.	CBM	Certified Ballast Manufacturer
36.	CDA	Copper Development Association
37.	CGA	Compressed Gas Association
38.	CISPI	Cast Iron Soil Pipe Institute
39.	CMAA	Crane Manufacturers' Association of America
40.	CRSI	Concrete Reinforcing Steel Institute
41.	CS	Commercial Standard
42.	CSA	Canadian Standards Association
43.	CSI	Construction Specifications Institute
44.	DIN	Deutsches Institut für Normung e.V.
45.	DIPRA	Ductile Iron Pipe Research Association
46.	EIA	Electronic Industries Alliance
47.	EJCDC	Engineers Joint Contract Documents' Committee
48.	ETL	Electrical Test Laboratories
49.	FAA	Federal Aviation Administration
50.	FCC	Federal Communications Commission
51.	FDA	Food and Drug Administration
52.	FEMA	Federal Emergency Management Agency
53.	FIPS	Federal Information Processing Standards
54.	FM	FM Global
55.	Fed. Spec.	Federal Specifications (FAA Specifications)
56.	FS	Federal Specifications and Standards (Technical Specifications)
57.	GA	Gypsum Association
58.	GANA	Glass Association of North America
59.	HI	Hydraulic Institute
60.	HMI	Hoist Manufacturers' Institute
61.	IBC	International Building Code
62.	ICBO	International Conference of Building Officials
63.	ICC	International Code Council
64.	ICEA	Insulated Cable Engineers' Association
65.	IFC	International Fire Code
66.	IEEE	Institute of Electrical and Electronics Engineers, Inc.
67.	IESNA	Illuminating Engineering Society of North America
68.	IFI	Industrial Fasteners Institute
69.	IGMA	Insulating Glass Manufacturer's Alliance
70.	IMC	International Mechanical Code
71.	INDA	Association of the Nonwoven Fabrics Industry
72.	IPC	International Plumbing Code
73.	ISA	International Society of Automation
74.	ISO	International Organization for Standardization
75.	ITL	Independent Testing Laboratory

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76.	JIC	Joint Industry Conferences of Hydraulic Manufacturers
77.	MIA	Marble Institute of America
78.	MIL	Military Specifications
79.	MMA	Monorail Manufacturers' Association
80.	MSS	Manufacturer's Standardization Society
81.	NAAMM	National Association of Architectural Metal Manufacturers
82.	NACE	NACE International
83.	NBGQA	National Building Granite Quarries Association
84.	NEBB	National Environmental Balancing Bureau
85.	NEC	National Electrical Code
86.	NECA	National Electrical Contractor's Association
87.	NEMA	National Electrical Manufacturers' Association
88.	NESC	National Electrical Safety Code
89.	NETA	InterNational Electrical Testing Association
90.	NFPA	National Fire Protection Association
91.	NHLA	National Hardwood Lumber Association
92.	NICET	National Institute for Certification in Engineering Technologies
93.	NIST	National Institute of Standards and Technology
94.	NRCA	National Roofing Contractors Association
95.	NRTL	Nationally Recognized Testing Laboratories
96.	NSF	NSF International
97.	NSPE	National Society of Professional Engineers
98.	NTMA	National Terrazzo and Mosaic Association
99.	NWWDA	National Wood Window and Door Association
100.	OSHA	Occupational Safety and Health Act (both Federal and State)
101.	PCI	Precast/Prestressed Concrete Institute
102.	PEI	Porcelain Enamel Institute
103.	PPI	Plastic Pipe Institute
104.	PS	Product Standards Section-U.S. Department of Commerce
105.	RMA	Rubber Manufacturers' Association
106.	RUS	Rural Utilities Service
107.	SAE	SAE International
108.	SDI	Steel Deck Institute
109.	SDI	Steel Door Institute
110.	SJI	Steel Joist Institute
111.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
112.	SPI	Society of the Plastics Industry
113.	SSPC	The Society for Protective Coatings

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114. STI/SPFA	Steel Tank Institute/Steel Plate Fabricators Association
115. SWI	Steel Window Institute
116. TEMA	Tubular Exchanger Manufacturers' Association
117. TCA	Tile Council of North America
118. TIA	Telecommunications Industry Association
119. UBC	Uniform Building Code
120. UFC	Uniform Fire Code
121. UL	formerly Underwriters Laboratories Inc.
122. UMC	Uniform Mechanical Code
123. USBR	U.S. Bureau of Reclamation
124. WCLIB	West Coast Lumber Inspection Bureau
125. WI	Wood Institute
126. WWPA	Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 45 16.13
CONTRACTOR QUALITY CONTROL**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. D3740, Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - b. E329, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

1.02 DEFINITIONS

- A. Contractor Quality Control (CQC): The means by which Contractor ensures that the construction, to include that performed by subcontractors and suppliers, complies with the requirements of the Contract.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. CQC Plan: Submit, not later than 30 days after receipt of Notice to Proceed.

1.04 OWNER'S QUALITY ASSURANCE

- A. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents.
- B. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of Owner after acceptance of the completed Work.

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- C. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement.
- D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Engineer.
- E. Owner may charge Contractor for any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the Contract Documents.
- B. Maintain complete inspection records and make them available at all times to Owner and Engineer.
- C. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers and purchasing agents, and shall be keyed to the proposed construction sequence.

3.02 COORDINATION MEETING

- A. After the Preconstruction Conference, but before start of construction, and prior to acceptance of the CQC Plan, schedule a meeting with Engineer and Owner to discuss the quality control system.
- B. Develop a mutual understanding of the system details, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite Work, and the interrelationship of Contractor's management and control with the Owner's Quality Assurance.
- C. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by Contractor.

3.03 QUALITY CONTROL ORGANIZATION

A. CQC System Manager:

1. Designate an individual within Contractor's organization who will be responsible for overall management of CQC and have the authority to act in CQC matters for the Contractor.
2. CQC System Manager may perform other duties on the Project.
3. CQC System Manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type Work.
4. CQC System Manager shall report to the Contractor's project manager or someone higher in the organization. Project manager in this context shall mean the individual with responsibility for the overall quality and production management of the Project.
5. CQC System Manager shall be onsite during construction; periods of absence may not exceed 2 weeks at any one time.
6. Identify an alternate for CQC System Manager to serve with full authority during the System Manager's absence. The requirements for the alternate will be the same as for designated CQC System Manager.

B. CQC Staff:

1. Designate a CQC staff, available at the Site at all times during progress, with complete authority to take any action necessary to ensure compliance with the Contract. CQC staff members shall be subject to acceptance by Engineer.
2. CQC staff shall take direction from CQC System Manager in matters pertaining to QC.
3. CQC staff must be of sufficient size to ensure adequate QC coverage of Work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.
4. The actual strength of the CQC staff may vary during any specific Work period to cover the needs of the Project. Add additional staff when necessary for a proper CQC organization.

C. Organizational Changes: Obtain Engineer's acceptance before replacing any member of the CQC staff. Requests for changes shall include name, qualifications, duties, and responsibilities of the proposed replacement.

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3.04 QUALITY CONTROL PHASING

- A. CQC shall include at least three phases of control to be conducted by CQC System Manager for all definable features of Work, as follows:
1. Preparatory Phase:
 - a. Notify Owner at least 48 hours in advance of beginning any of the required action of the preparatory phase.
 - b. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The CQC System Manager shall instruct applicable CQC staff as to the acceptable level of workmanship required in order to meet Contract requirements.
 - c. Document the results of the preparatory phase meeting by separate minutes prepared by the CQC System Manager and attached to the QC report.
 - d. Perform prior to beginning Work on each definable feature of Work:
 - 1) Review applicable Contract Specifications.
 - 2) Review applicable Contract Drawings.
 - 3) Verify that all materials and/or equipment have been tested, submitted, and approved.
 - 4) Verify that provisions have been made to provide required control inspection and testing.
 - 5) Examine the Work area to verify that all required preliminary Work has been completed and is in compliance with the Contract.
 - 6) Perform a physical examination of required materials, equipment, and sample Work to verify that they are on hand, conform to approved Shop Drawing or submitted data, and are properly stored.
 - 7) Review the appropriate activity hazard analysis to verify safety requirements are met.
 - 8) Review procedures for constructing the Work, including repetitive deficiencies.
 - 9) Document construction tolerances and workmanship standards for that phase of the Work.
 - 10) Check to verify that the plan for the Work to be performed, if so required, has been accepted by Engineer.

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2. Initial Phase:
 - a. Accomplish at the beginning of a definable feature of Work:
 - 1) Notify Owner at least 48 hours in advance of beginning the initial phase.
 - 2) Perform prior to beginning Work on each definable feature of Work:
 - a) Review minutes of the preparatory meeting.
 - b) Check preliminary Work to verify compliance with Contract requirements.
 - c) Verify required control inspection and testing.
 - d) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with sample panels is appropriate.
 - e) Resolve all differences.
 - f) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
 - 3) Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
 - 4) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.
3. Follow-up Phase:
 - a. Perform daily checks to verify continuing compliance with Contract requirements, including control testing, until completion of the particular feature of Work.
 - b. Daily checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of Work for the day or shift.
 - c. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of Work that will be affected by the deficient Work. Constructing upon or concealing nonconforming Work will not be allowed.
4. Additional Preparatory and Initial Phases: Additional preparatory and initial phases may be conducted on the same definable features of Work as determined by Owner if the quality of ongoing Work is unacceptable; or if there are changes in the applicable QC staff or in the onsite production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

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3.05 CONTRACTOR QUALITY CONTROL PLAN

A. General:

1. Plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used.
2. An interim plan for the first 30 days of operation will be considered.
3. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of Work to be started.
4. Work outside of the features of Work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of Work to be started.

B. Content:

1. Plan shall cover the intended CQC organization for the entire Contract and shall include the following, as a minimum:
 - a. Organization: Description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three-phase control system (see Paragraph QC Phasing) for all aspects of the Work specified.
 - b. CQC Staff: The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
 - c. Letters of Authority: A copy of a letter to the CQC System Manager signed by an authorized official of the firm, describing the responsibilities and delegating sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop Work which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to Owner.
 - d. Submittals: Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers and purchasing agents.
 - e. Testing: Control, verification and acceptance testing procedures for each specific test to include the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required.
 - f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests, including documentation.

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- g. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
 - h. Reporting procedures, including proposed reporting formats; include a copy of the CQC report form.
- C. Acceptance of Plans: Acceptance of the Contractor's basic and addendum CQC plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. Owner reserves the right to require Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.
- D. Notification of Changes: After acceptance of the CQC plan, Contractor shall notify Engineer, in writing, a minimum of 7 calendar days prior to any proposed change. Proposed changes are subject to acceptance by Engineer.

3.06 SUBMITTAL QUALITY CONTROL

- A. Submittals shall be as specified in Section 01 33 00, Submittal Procedures. The CQC organization shall be responsible for certifying that all submittals are in compliance with the Contract requirements. Owner will furnish copies of test report forms upon request by Contractor. Contractor may use other forms as approved.

3.07 TESTING QUALITY CONTROL

- A. Testing Procedure:
- 1. Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to Contract requirements. Procure services of a licensed testing laboratory. Perform the following activities and record the following data:
 - a. Verify testing procedures comply with contract requirements.
 - b. Verify facilities and testing equipment are available and comply with testing standards.
 - c. Check test instrument calibration data against certified standards.
 - d. Verify recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
 - e. Documentation:
 - 1) Record results of all tests taken, both passing and failing, on the CQC report for the date taken.
 - 2) Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test.

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- 3) Actual test reports may be submitted later, if approved by Engineer, with a reference to the test number and date taken.
 - 4) Provide directly to Engineer an information copy of tests performed by an offsite or commercial test facility. Test results shall be signed by an engineer registered in the state where the tests are performed.
 - 5) Failure to submit timely test reports, as stated, may result in nonpayment for related Work performed and disapproval of the test facility for this Contract.
- B. Testing Laboratories: Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D3740 and ASTM E329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. Personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

3.08 COMPLETION INSPECTION

- A. CQC System Manager shall conduct an inspection of the Work at the completion of all Work or any milestone established by a completion time stated in the Contract.
- B. Punchlist:
1. CQC System Manager shall develop a punchlist of items which do not conform to the Contract requirements.
 2. Include punchlist in the CQC report, indicating the estimated date by which the deficiencies will be corrected.
 3. CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Owner.
 4. These inspections and any deficiency corrections required will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the Project is divided into increments by separate completion dates.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Association of Nurserymen (AAN): American Standards for Nursery Stock.
 2. Federal Emergency Management Agency (FEMA).
 3. National Fire Prevention Association (NFPA): 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
 4. Telecommunications Industry Association (TIA); Electronic Industries Alliance (EIA): 568B, Commercial Building Telecommunications Cabling Standard.
 5. U.S. Department of Agriculture (USDA): Urban Hydrology for Small Watersheds.
 6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years.

1.02 SUBMITTALS

- A. Informational Submittals: Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.

1.03 MOBILIZATION

- A. Mobilization includes, but is not limited to, these principal items:
1. Obtaining required permits.
 2. Moving Contractor's field office and equipment required for first month operations onto Site.
 3. Installing temporary construction power, wiring, and lighting facilities.
 4. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
 5. Arranging for and erection of Contractor's work and storage yard.
 6. Posting OSHA required notices and establishing safety programs and procedures.
 7. Having Contractor's superintendent at Site full time.
- B. Use area designated for Contractor's temporary facilities as shown on the Drawings.

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1.04 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's property.
- B. Keep Owner informed of serious onsite accidents and related claims.
- C. Use of Explosives: No blasting or use of explosives will be allowed onsite.

1.05 VEHICULAR TRAFFIC

- A. Traffic Control Plan:
- B. Maintain vehicular access to residences throughout construction.

PART 2 PRODUCTS

2.01 PROJECT SIGN

- A. Provide and maintain one, 8-foot-wide by 4-foot-high sign constructed of 3/4-inch exterior high density overlaid plywood. Sign shall bear name of Project, Owner, Contractor, Engineer, and other participating agencies. Lettering shall be blue applied on white background by an experienced sign painter. Include Owner's and agency's logos in full color. Provide exterior type enamel paint. Information to be included and logo graphic will be provided by Owner.

PART 3 EXECUTION

3.01 TEMPORARY UTILITIES

- A. Power:
 - 1. No electric power is available at Site. Make arrangements to obtain and pay for electrical power used until final payment and acceptance by Owner, unless otherwise recommended by Engineer at Substantial Completion.
 - 2. Cost of electric power will be borne by Contractor.
- B. Lighting: Provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.
- C. Heating, Cooling, and Ventilating:
 - 1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for installation of materials, and to protect materials, equipment, and finishes from damage because of temperature or humidity.

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2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
3. Pay costs of installation, maintenance, operation, removal, and fuel consumed.
4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.
5. If permanent natural gas piping is used for temporary heating units, do not modify or reroute gas piping without approval of utility company. Provide separate gas metering as required by utility.

D. Water:

1. Hydrant Water:
 - a. Is available from nearby hydrants. Secure written permission for connection and use from water department and meet requirements for use. Notify fire department before obtaining water from fire hydrants.
 - b. Use only special hydrant-operating wrenches to open hydrants. Make certain hydrant valve is open full, since cracking valve causes damage to hydrant. Repair damaged hydrants and notify appropriate agency as quickly as possible. Hydrants shall be completely accessible to fire department at all times.
2. Provide means to prevent water used for testing from flowing back into source pipeline.

E. Sanitary and Personnel Facilities:

1. Provide and maintain facilities for Contractor's employees, Subcontractors, and other onsite employers' employees. Service, clean, and maintain facilities and enclosures.

F. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of NFPA 241.

3.02 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours, unless special arrangements have been made.

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3. Maintain in continuous service existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and other utilities encountered along line of the Work, unless other arrangements satisfactory to owners of said utilities have been made.
4. Where completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate activities with owner of said utility and perform work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility, such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance: Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.
9. Do not impair operation of existing sewer system. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures.
10. Maintain original Site drainage wherever possible.

B. Site Security:

1. Erect a temporary security fence for protection of products. Maintain fence throughout construction period. Obtain Engineer's written permission before removal of temporary security fencing.
2. Provide and maintain additional temporary security fences as necessary to protect the Work and Contractor-furnished products not yet installed.

C. Barricades and Lights:

1. Provide as required by the State Vehicle Code and in sufficient quantity to safeguard public and the Work.
2. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of fenced area, and as required to ensure public safety and the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.

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3. Provide to protect existing facilities and adjacent properties from potential damage.
4. Locate to enable access by facility operators and property owners.
5. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
6. Locate barricades at the nearest intersecting public thoroughfare on each side of blocked section.
7. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

D. Signs and Equipment:

1. Conform to requirements of manual published by the Florida Department of Transportation.
2. Portable TOW-AWAY-NO STOPPING Signs: Place where approved by police department
3. Traffic Cones: Provide to delineate traffic lanes to guide and separate traffic movements.
4. High-Level Warning Flag Units: Provide two in advance of traffic approaching the Work, each displaying three flags mounted at a height of 9 feet.
5. ROAD CONSTRUCTION AHEAD Signs: Provide four, size 48 inches by 48 inches. Place in conspicuous locations, approximately 200 feet in advance of the Work, and facing approaching traffic.
6. DETOUR Signs: Provide two, right arrow or left arrow, placed as approved by Engineer.
7. RIGHT or LEFT LANE CLOSED AHEAD Signs: Provide two, place in advance of lane to be closed.
8. Provide at obstructions, such as material piles and equipment.
9. Use to alert general public of construction hazards, which would include surface irregularities, unramped walkways, grade changes, and trenches or excavations in roadways and in other public access areas.

E. Trees and Plantings:

1. Protect from damage and preserve trees, shrubs, and other plants outside limits of the Work and within limits of the Work, which are designated on the Drawings to remain undisturbed.
 - a. Where practical, tunnel beneath trees when on or near line of trench.
 - b. Employ hand excavation as necessary to prevent tree injury.
 - c. Do not stockpile materials or permit traffic within drip lines of trees.
 - d. Provide and maintain temporary barricades around trees.
 - e. Water vegetation as necessary to maintain health.

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- f. Cover temporarily exposed roots with wet burlap, and keep burlap moist until soil is replaced around roots.
 - g. No trees, except those specifically shown on the Drawings to be removed, shall be removed without written approval of Engineer.
 - h. Dispose of removed trees in a legal manner off the Site.
 2. Balling and burlapping of trees indicated for replacement shall conform to recommended specifications set forth in the American Standards for Nursery Stock, published by American Association of Nurserymen. Balls shall be firm and intact and made-balls will not be accepted. Handle ball and burlap trees by ball and not by top.
 3. In event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, treat damage by corrective pruning, bark tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.
 4. Replace each plant that dies as a result of construction activities.
- F. Existing Structures:
 1. Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with Contractor's operations, obtain approval of property owner and Engineer.
 2. Move mailboxes to temporary locations accessible to postal service.
 3. Replace items removed in their original location and a condition equal to or better than original.
- G. Finished Construction: Protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.
- H. Waterways:
 1. Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.
- I. Dewatering: Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.
- J. Archaeological Finds:
 1. General: Should finds of an archaeological or paleontological nature be made within Site limits, immediately notify Owner and Engineer and proceed in accordance with General Conditions. Continue the Work in other areas without interruption.

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2. Archaeological Finds: Evidence of human occupation or use of an area within contract limits prior to the Year 1840. Evidence may consist of skeletons, stone, or other utensils, or evidence of habitations or structures.
3. Paleontological Finds: Evidence of prehistoric plant or animal life, such as skeletons, bones, fossils, or casts and other indications such as pictographs.
4. Owner may order the Work stopped in other areas if, in Owner's opinion, find is more extensive than may appear from uncovered material.
5. Protection of Finds:
 - a. Cover, fence, or otherwise protect finds until notice to resume the Work is given.
 - b. Cover finds with plastic film held in place by earth, rocks, or other weights placed outside the find. Should additional backfilling be necessary for safety or to prevent caving, place backfill material loosely over plastic film.
 - c. Sheet or shore as necessary to protect excavations underway. Place temporary fence to prevent unauthorized access.
 - d. Dewater finds made below water table as necessary to protect construction Work underway. Divert groundwater or surface runoff away from find by ditching or other acceptable means.
6. Removal of Finds:
 - a. Finds are property of Owner. Do not remove or disturb finds without Owner's written authorization.
 - b. Should Owner elect to have a find removed, provide equipment, labor, and material to permit safe removal of find without damage. Provide transportation for delivery to individuals, institutions, or other places as Owner may find desirable, expedient, or required by law.

K. Endangered and Threatened Species:

1. Take precautions necessary and prudent to protect native endangered and threatened flora and fauna.
2. Notify Engineer of construction activities that might threaten endangered and threatened species or their habitats.
3. Engineer will mark areas known as habitats of endangered and threatened species prior to commencement of onsite activities.
4. Additional areas will be marked by Engineer as other habitats of endangered and threatened species become known during construction.

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3.03 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.
2. Burning:
 - a. Of waste materials, rubbish, or other debris will not be permitted on or adjacent to Site.
3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in construction area a dust-preventive treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise Control:

1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Ordinance: City of Crestview.
3. Noise Control Plan: Propose plan to mitigate construction noise and to comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:

1. Divert sanitary sewage and nonstorm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Engineer's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and dewatering pump discharges.
3. Comply with Section 01 57 13, Temporary Erosion and Sedimentation Control, for stormwater flow and surface runoff.
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

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- D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities as specified in Section 01 57 13, Temporary Erosion and Sedimentation Control, to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

3.04 STORAGE YARDS AND BUILDINGS

- A. Coordinate requirements with Section 01 61 00, Common Product Requirements.
- B. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.
- C. Temporary Storage Buildings:
 - 1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.
 - 2. Arrange or partition to provide security of contents and ready access for inspection and inventory.
 - 3. Store combustible materials (paints, solvents, fuels) in a well-ventilated and remote building meeting safety standards.

3.05 ACCESS ROADS AND DETOURS

- A. Construct access roads as shown and within easements, rights-of-way, or Project limits.
- B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.
- C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.
- D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.
- E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter access to Site.
- F. Where access road crosses existing fences, install and maintain gates. Gates and gate posts shall be as approved by Owner.

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- G. Upon completion of construction, restore ground surface disturbed by access road construction to original grade. Replace damaged or broken culverts with new culvert pipe of same diameter and material.

3.06 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Provide parking facilities for personnel working on Project. No employee or equipment parking will be permitted on Owner's existing paved areas, except as specifically agreed upon by Owner.

3.07 VEHICULAR TRAFFIC

- A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Ensure the least possible obstruction to traffic and normal commercial pursuits.
- B. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.
- C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
- D. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closings of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.
- E. Maintenance of traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.
- F. In making street crossings, do not block more than one-half the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.

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- G. Maintain top of backfilled trenches before they are paved, to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.
- H. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.
- I. Notify fire department and police department before closing street or portion thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.
- J. Coordinate traffic routing with that of others working in same or adjacent areas.

3.08 CLEANING DURING CONSTRUCTION

- A. In accordance with General Conditions, as may be specified in other Specification sections, and as required herein.
- B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up and dispose of debris.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least weekly, dispose of such waste materials, debris, and rubbish offsite.
- D. At least weekly, brush sweep entry drive, roadways, and other streets and walkways affected by the Work and where adjacent to the Work.

END OF SECTION

**SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL**

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers Work to implement structural and nonstructural Best Management Practices (BMP) to control soil erosion by wind or water and keep eroded sediments and other construction-generated pollutants from moving off project sites. Requirements described in this specification and shown on the Drawings are part of the project Temporary Erosion and Sediment Control Plan (TESC Plan) and are the minimum for all project construction sites and conditions. This specification covers all project activities, including material sources, disposal sites, and offsite mitigation areas unless specific project activities are excluded elsewhere in this specification or in other Contract Documents controlling the Work.
- B. National Pollutant Discharge Elimination System: Comply with Federal, state, and local laws, rules and regulations, and the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Discharge Permit or Permits applicable to the project. A copy of the Project's General Construction Permit, if applicable to the Project, is available from Owner. NPDES General Construction permits are required on projects that involve disturbance of 1-acre or more with potential to discharge stormwater to surface waters.
- C. Other Regulations: A local government erosion and sediment control permit may apply and some local agency requirements may be more stringent than this specification. Adequate erosion and sediment control is essential for complying with the federal Endangered Species Act where construction runoff enters waters inhabited by protected species.

1.02 REFERENCES

- A. Activities shall conform to all local, state and federal regulations. In the event of a conflict, the more stringent requirement shall apply.
- B. The following is a list of standards that may be referenced in this section:
 - 1. American Association of State Highway and Transportation Officials (AASHTO): M252, Standard Specification for Corrugated Polyethylene Drainage Pipe.

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2. ASTM International (ASTM):
 - a. D638, Standard Test Method for Tensile Properties of Plastics.
 - b. D2974, Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
 - c. D3776/D3776M, Standard Test Methods for Mass Per Unit Area (Weight) of Fabric.
 - d. D4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
 - e. D4397, Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
 - f. D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - g. D4533, Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
 - h. D4632/D4632M, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - i. D4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile
 - j. D6241, Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
 - k. D6459, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Performance in Protecting Hillslopes from Rainfall-Induced Erosion.
 - l. D6460, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Performance in Protecting Earthen Channels from Stormwater-Induced Erosion.
 - m. D6475, Standard Test Method for Measuring Mass Per Unit Area of Erosion Control Blankets.
 - n. D7322, Standard Test Method for Determination of Rolled Erosion Control Product (RECP) Ability to Encourage Seed Germination and Plant Growth Under Bench-Scale Conditions.
 - o. D7367, Standard Test Method for Determining Water Holding Capacity of Fiber Mulches for Hydraulic Planting.
3. National Weather Service:
 - a. Precipitation-Frequency of the United States by State/Territory, 2012.
 - b. Precipitation Frequency Data Server, 2012.
4. North American Weed Management Association (NAWMA).
5. U.S. Department of Agriculture, Natural Resources Conservation Service: *Urban Hydrology for Small Watersheds*; 1986. Technical Release 55.
6. U.S. Environmental Protection Agency:
 - a. Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites, 2007. EPA-833-R-06-004.
 - b. National Menu of BMPs, 2012.

1.03 SYSTEM DESCRIPTION

A. Erosion and Sediment Control:

1. Provide, maintain, and operate temporary facilities to control erosion and sediment releases during construction period.
2. Design erosion and sediment controls to handle peak runoff resulting from 25-year, 24-hour storm event based on National Weather Service: Precipitation Frequency Data Server.
3. Size temporary stormwater conveyances based on procedures presented in U.S. Department of Agriculture, Natural Resources Conservation Service: Urban Hydrology for Small Watersheds, 1986. Technical Release 55.

B. Erosion and Sediment Control (ESC) Lead:

1. Identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have certification in construction site erosion and sediment control from a course approved by Owner.
2. The ESC Lead shall implement the TESC Plan, including, but not limited to:
 - a. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.
 - b. Updating TESC Plan to reflect current field conditions.
 - c. Terminating TESC Plan.

C. Personnel Training: Prior to commencement of construction, applicable personnel must have an understanding of the Construction Stormwater Discharge Permit's requirements and their specific responsibilities under the permit. At a minimum, personnel must be trained to understand the following as it relates to the scope of their job duties:

1. The location of all stormwater controls and how to maintain them.
2. Procedures for complying with the pollution prevention requirements.
3. Procedures for conducting inspections, recording findings, and taking corrective action.

D. Temporary Erosion and Sediment Control Plan (Stormwater Pollution Prevention Plan):

1. A TESC Plan shall be prepared by the Contractor meeting the requirements of the NPDES regulations and permit.
2. Contractor is responsible for obtaining an NPDES permit as required.

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3. For each phase of the scheduled work, indicate on the TESC Plan all the BMPs proposed and installed for erosion and sediment control to minimize clearing, stabilize exposed soil, divert or temporarily store flows, limit runoff from exposed areas, and filter transported sediment. Include all temporary slopes, constructed for staging or other reasons, which may not have been identified in the original Contract plans. Refer to the current local jurisdiction's erosion and sediment control manual.
4. Some TESC Plan required elements typically required by NPDES permits:
 - a. Narrative Site Description:
 - 1) Nature of construction activity planned for the Site.
 - 2) Estimates of total site area and the areas of the Site expected to be disturbed.
 - 3) Soil types found onsite and their erosion potential.
 - 4) The types of fill materials to be used.
 - 5) Timetable for sequence of major construction events.
 - b. Site Map:
 - 1) All areas of development.
 - 2) Drainage patterns.
 - 3) Areas of soil disturbance, including pre-development and post-development elevation contours.
 - 4) Areas used for storage of soils or wastes.
 - 5) Areas where vegetative practices are to be implemented.
 - 6) Location of all erosion and sediment control BMP or structures.
 - 7) Location of all impervious structures and surfaces after project is completed.
 - 8) Springs, wetlands, and other surface waters located onsite.
 - 9) Boundaries of the 100-year floodplain, if determined.
 - 10) Ordinary High Water line, if determined.
 - 11) Location of storm drainage outfalls to receiving waters, if applicable.
 - 12) Details of sediment and erosion controls.
 - 13) Details of detention ponds, storm drain piping, inflow and outflow details.
 - c. Required BMPs and Procedures for Erosion Prevention, Runoff Control, and Sediment Control:
 - 1) Construction entrances and parking areas.
 - 2) Unpaved site roads such as haul roads.
 - 3) Hauling saturated soils from the Site.
 - 4) Water washed from concrete trucks.
 - 5) Correct installation of erosion and sediment control BMPs.
 - 6) Prompt maintenance and repair of BMPs.
 - 7) Clearing and grading practices to minimize area of exposed soil throughout life of the Project.

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- 8) Schedule of phased clearing operations to limit soils to what can be stabilized.
 - 9) Vegetative practices, including preservation of existing vegetation, seeding, mulching, and buffer strips.
 - 10) Preventing erosion of exposed areas.
 - 11) Diverting flows from exposed slopes.
 - 12) Limiting runoff from exposed areas.
 - 13) Limiting sediment transport within work sites and keeping it from moving off of project areas.
 - 14) Perimeter controls for all clearing and grubbing, both planned and installed.
 - 15) Additional controls for wet season work and temporary work suspensions.
 - 16) Sensitive areas such as wetlands.
 - 17) Offsite material source and waste areas.
 - 18) Dust.
 - 19) Emergency materials stockpiled onsite.
 - 20) Storing flows and filtering sediment.
 - 21) Soil stockpiles.
5. Contractor's construction TESC Plan and implementation schedules must be prepared by a competent individual. Furnish a signed copy of the TESC Plan with individual's name, title, state certifications, and employing firm if different than Contractor's firm.
 6. Do not begin any Site activities that have potential to cause erosion or sediment movement until the TESC Plan and implementation schedules are approved by Engineer.
 7. Keep a copy of the approved TESC Plan with updated changes onsite during all construction activities. During inactive periods longer than 7 calendar days, keep the TESC Plan onsite or provide a copy to Engineer to retain.
 8. Continually update the TESC Plan and schedules as needed for unexpected storm or other events to ensure that sediment-laden water does not leave the construction site. Add approved changes to the TESC Plan no later than 24 hours after implementation.
- E. Install high visibility fence along the Site no work areas shown on the Drawings or as instructed by Engineer. Space posts and attach fence fabric to posts as shown on the Drawings. Do not fasten fence to trees. Throughout the life of the Project, preserve and protect delineated area, acting immediately to repair or restore any fencing damaged or removed.
- F. Preventing erosion, and controlling runoff, sedimentation, and non-stormwater pollution, requires Contractor to perform temporary Work items including, but not limited to:

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1. Providing ditches, berms, culverts, and other measures to control surface water.
 2. Building dams, settling basins, energy dissipaters, and other measures, to control downstream flows.
 3. Controlling underground water found during construction.
 4. Covering or otherwise protecting slopes until permanent erosion control measures are working.
- G. To the degree possible, coordinate this temporary Work with permanent drainage and erosion control work the Contract requires.
- H. Engineer may require additional temporary control measures if it appears pollution or erosion may result from weather, nature of materials, or progress on the Work.
- I. When natural elements rut or erode the slope, restore and repair damage with eroded material where possible, and remove and dispose of any remaining material found in ditches and culverts. When Engineer orders replacement with additional or other materials, unit Contract prices will cover quantities needed.
- J. Install all sediment control devices including, but not limited to, sediment ponds, perimeter silt fencing, or other sediment trapping BMPs prior to any ground disturbing activity. Do not expose more erodible earth than necessary during clearing, grubbing, excavation, borrow, or fill activities without written approval by Engineer. Engineer may increase or decrease the limits based on project conditions. Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff. Cover inactive areas of erodible earth, whether at final grade or not, within specified time period (see [NPDES] Erosion and Sediment Control Permit), using an approved soil covering practice. Phase clearing and grading to maximum extent practical to prevent exposed inactive areas from becoming a source of erosion.
- K. Water Management:
1. Manage site water in accordance with the conditions of the waste discharge permit from a local permitting authority. If site water management is not subject to permit, manage as follows:
 - a. Groundwater. When groundwater is encountered in an excavation, treat and discharge as follows:
 - 1) When groundwater conforms to the governing authority Water Quality Standards, it may bypass detention and treatment facilities and be routed directly to its normal discharge point at a rate and method that will not cause erosion.

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- 2) When turbidity of groundwater is similar to turbidity of site runoff, groundwater may be treated using same detention and treatment facilities being used to treat the site runoff and then discharged at a rate that will not cause erosion.
 - 3) When groundwater turbidity is greater than turbidity of site runoff, treat ground water separately until turbidity is similar to or better than site runoff, and then it may be combined with site runoff and treated as described above.
- b. Process Water:
- 1) Do not discharge high pH process water or wastewater (non-stormwater) that is generated onsite, including water generated during concrete grinding, rubblizing, washout, and hydrodemolition activities, to waters of the state, including wetlands. Water may be infiltrated upon approval of Engineer. Offsite disposal of concrete process water is subject to approval of Engineer.
 - 2) Treat all water generated onsite from construction or washing activities that is more turbid than site runoff separately until turbidity is the same or less than site runoff, and then it may be combined with site runoff and treated as described above. Water may be infiltrated upon approval of Engineer.
- c. Offsite Water: Prior to disruption of normal watercourse, intercept offsite stormwater and pipe it either through or around the Project Site. This water shall not be combined with onsite stormwater. Discharge offsite water at its preconstruction outfall point preventing an increase in erosion below the site. Submit proposed method for performing this Work for Engineer's approval.
- L. Pollution Control: Use BMPs to prevent or minimize stormwater exposure to pollutants from spills; vehicle and equipment fueling, maintenance, and storage; other cleaning and maintenance activities; and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, leftover paints, solvents, and glues from construction operations. Implement the following BMPs when applicable:
1. Written spill prevention and response procedures.
 2. Employee training on spill prevention and proper disposal procedures.
 3. Spill kits in all vehicles.
 4. Regular maintenance schedule for vehicles and machinery.
 5. Material delivery and storage controls.
 6. Training and signage.
 7. Covered storage areas for waste and supplies.

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- M. If Engineer orders the Work suspended, continue to control erosion, pollution, and runoff during the shutdown.
- N. Nothing in this section shall relieve Contractor from complying with other Contract requirements.

1.04 SUBMITTALS

A. Informational Submittals:

1. When a TESC Plan is included in the Drawings, either adopt or modify the TESC Plan. Provide a schedule for TESC Plan implementation and incorporate it into Contractor's progress schedule. Obtain Engineer's approval of the TESC Plan and schedule before any Work begins.
2. Modified TESC Plans shall meet all requirements of the applicable jurisdictions.
3. The TESC Plan shall cover all areas that may be affected inside and outside the limits of the Project (including all Owner-provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).
4. Allow at least 5 working days for Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make Owner liable to Contractor for any Work delays.

PART 2 PRODUCTS

2.01 COMPOST SOCK

- A. Provide socks fabricated from of extra heavy weight biodegradable fabric, with a minimum strand thickness of 5 mils.
- B. Fill fabric with Coarse Compost.
- C. Diameter: 8 inches minimum.
- D. Fabric: Clean, evenly woven, and free of encrusted concrete or other contaminating materials. Shall be free from cuts, tears, broken or missing yarns. Shall be free of thin, open, or weak areas. Shall be free of any type of preservative.
- E. Wood Stakes: Untreated softwood species, be 2-inch by 2-inch nominal dimension and 36 inches in length.

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2.02 GEOTEXTILE

- A. Geotextiles shall consist only of long chain polymeric fibers or yarns formed into a stable network such that the fibers or yarns retain their position relative to each other during handling, placement, and design service life. At least 95 percent by weight of the material shall be polyolefins or polyesters. The material shall be free from defects or tears. Geotextile shall also be free of any treatment or coating which might adversely alter its hydraulic or physical properties after installation. Geotextile properties shall be as described in Table 1 through Table 3.

Table 1 Geotextile for Permanent Erosion Control							
Geotextile Property	ASTM Test Method	Geotextile Property Requirements					
		Permanent Erosion Control				Ditch Lining	
		Moderate Survivability		High Survivability			
		Woven	Nonwoven	Woven	Nonwoven	Woven	Nonwoven
AOS	D4751	See Table 2		See Table 2		U.S. No. 30 max.	
Water Permittivity	D4491	See Table 2		See Table 2		0.02 sec ⁻¹ min.	
Grab Tensile Strength, in machine and x-machine direction	D4632/ D4632M	250 lb min.	160 lb min.	315 lb min.	200 lb min.	250 lb min.	160 lb min.
Grab Failure Strain, in machine and x-machine direction	D4632/ D4632M	15% -50%	≥50%	15% -50%	≥50%	<50%	≥50%
Seam Breaking Strength	D4632/ D4632M	220 lb min.	140 lb min.	270 lb min.	180 lb min.	220 lb min.	140 lb min.
Puncture Resistance	D6241	495 lb min.	310 lb min.	620 lb min.	430 lb min.	495 lb min.	310 lb min.
Tear Strength, in machine and x-machine direction	D4533	80 lb min.	50 lb min.	112 lb min.	79 lb min.	80 lb min.	50 lb min.
Ultraviolet (UV) Radiation Stability	D4355	70% strength retained min., after 500 hours in xenon arc device					

Table 2				
Filtration Properties for Geotextile for Permanent Erosion Control				
Geotextile Property	ASTM Test Method	Geotextile Property Requirements		
		Class A	Class B	Class C
AOS	D4751	U.S. No. 40 max.	U.S. No. 60 max.	U.S. No. 70 max.
Water Permittivity	D4491	0.7 sec ⁻¹ min.	0.4 sec ⁻¹ min.	0.2 sec ⁻¹ min.

Table 3			
Geotextile for Temporary Silt Fence			
Geotextile Property	ASTM Test Method	Geotextile Property Requirements	
		Unsupported Between Posts	Supported Between Posts with Wire or Polymeric Mesh
AOS	D4751	U.S. No. 30 max. for silt wovens, U.S. No. 50 for all other geotextile types, U.S. No. 100 min.	
Water Permittivity	D4491	0.2 sec ⁻¹ min.	
Grab Tensile Strength, in machine and x-machine direction	D4632/ D4632M	180 lb min. in machine direction, 100 lb min. in x-machine direction	100 lb min.
Grab Failure Strain, in machine and x-machine direction	D4632/ D4632M	30% max. at 180 lb or more	
Ultraviolet (UV) Radiation Stability	D4355	70% strength retained min., after 500 hours in xenon arc device	

2.03 HIGH VISIBILITY FENCING PERIMETER FENCING

- A. High Visibility Fence: UV stabilized, orange, high-density polyethylene or polypropylene mesh.
- B. Height: 4 feet minimum.
- C. Support Posts: Wood or steel with sufficient strength and durability to support the fence through the life of the Project.

2.04 INLET PROTECTION

- A. As specified under Article Geotextile.

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2.05 OUTLET PROTECTION

- A. Size riprap or quarry spall to resist movement under design flows. Install at least 8 inches deep. Provide riprap or quarry spall material free of extraneous material.

2.06 SEDIMENT CONTROL BARRIERS

- A. Specified by Contractor with approval of Engineer. May include Compost Filter Sock or Compost Filter Berm, etc.

2.07 SILT (SEDIMENT) FENCE

- A. Geotextile: As specified in Article Geotextile.
- B. Reinforcing: Welded wire fabric, 14-gauge minimum with 2-inch by 4-inch mesh.
- C. Support Posts: As recommended by manufacturer of geotextile.
- D. Fasteners: Heavy-duty wire staples at least 1-inch long, tie wires, or hog rings, as recommended by manufacturer of geotextile.

2.08 STABILIZED CONSTRUCTION ENTRANCE

- A. Construct a pad from stone 3 inches to 6 inches in size, placed at least 8 inches deep and not less than 50 feet long.
- B. Provide aggregate free of extraneous materials that may cause or contribute to track out.
- C. Place separation geotextile under the rock to prevent fine sediment from pumping up into the rock pad. See Article Geotextile for required geotextile properties.
- D. Use of constructed or constructed/manufactured steel plates with ribs (such as, shaker/rumble plates or corrugated steel plates) for entrance/exit access is allowable.

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2.09 STRAW

A. Straw:

1. Air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable. Provide weed-free documentation:
 - a. Certified Weed Free Straw using North American Weed Management Association (NAWMA) standards.
 - b. Provide documentation that material is steam or heat treated to kill seeds.
 - c. Provide U.S. or state's Department of Agriculture laboratory test reports, dated within 90 days prior to date of application, showing there are no viable seeds in the straw.

B. Straw Mulch: Suitable for spreading with mulch blower equipment.

C. Posts for Straw Bales: 2-inch by 2-inch untreated wood or commercially manufactured metal posts.

2.10 STREET CLEANING

- A. Use self-propelled pickup street sweeper(s). Mechanical broom sweepers are not allowed where environmental concerns exist about storm water pollution or air quality.

2.11 TEMPORARY CURB

- A. Temporary curbs may consist of asphalt, concrete, sand bags, compost socks, wattles, or geotextile/plastic encased berms of sand or gravel, or as approved by Engineer.

2.12 TEMPORARY PIPE SLOPE DRAIN

- A. Corrugated polyethylene drain pipe, couplings and fittings (up to 10-inch) meeting the requirements of AASHTO M252 Type C (corrugated both inside and outside) or Type S (corrugated outer wall and smooth inner liner).
 1. Maximum Pipe Size: 10 inches in diameter.

2.13 TEMPORARY SEDIMENT TRAP

- A. Temporary ponding area with a rock weir or perforated riser pipe at the outlet, formed by excavation or constructing a weir. Specified by Contractor with approval of Engineer.

2.14 WATTLES

- A. Cylinders of biodegradable plant material such as weed-free straw, coir, compost, wood chips, excelsior, or wood fiber or shavings encased within biodegradable netting.
- B. Diameter: 5 inches minimum.
- C. Netting Material: Clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Also free from cuts, tears, or weak places with a minimum lifespan of 6 months.
- D. Compost Filler: Coarse compost, wood chips, or wood shavings.
- E. Wood Stakes: Untreated softwood species, 2-inch by 2-inch nominal dimension and 36 inches in length.

PART 3 EXECUTION

3.01 PREPARATION

- A. Engineer's acceptance of the TESC Plan is required prior to starting earth disturbing activities.
- B. Include proposed stockpile areas and installation of temporary erosion control devices, ditches, or other facilities in Work phasing plans.
- C. Areas designated for Contractor's use during Project may be temporarily developed as specified to provide working, staging, and administrative areas. Include control of sediment from these areas in the TESC Plan.
- D. Compost Sock: Exercise care when installing compost socks to ensure method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into waterbodies. Lace compost socks together, end-to-end, with coir rope to create a continuous length. Bury loose ends of continuous length 3 feet to 5 feet laterally into the bankslope. Install the upper surface of compost sock parallel to slope. Provide finished grades of a natural appearance with smooth transitions. Secure compost sock with wood stakes or live stakes of species as indicated on the Drawings. Drive stakes into place centered on top of compost sock and spaced 3 feet on center throughout length of sock.
- E. High Visibility Fencing: Install high visibility fencing in accordance with the Drawings.

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- F. **Inlet Protection:** Install inlet protection below or above, or as a prefabricated cover at each inlet grate, as shown on the Drawings. Install inlet protection devices prior to beginning clearing, grubbing or earthwork activities. Geotextile fabric used in prefabricated inlet protection devices must meet or exceed the requirements for Moderate Survivability and minimum filtration properties. When depth of accumulated sediment and debris reaches approximately one-half the height of an internal device or one-third the height of external device (or less when so specified by the manufacturers) or as designated by Engineer, remove deposits and stabilize onsite.
1. **Below Inlet Grate:**
 - a. Prefabricated units specifically designed for inlet protection.
 - b. Must remain securely attached to drainage structure when fully loaded with sediment and debris or at the maximum level of sediment and debris specified by manufacturer.
 2. **Above Inlet Grate:**
 - a. Devices may be silt fence, sandbags, or prefabricated units specifically designed for inlet protection.
 - b. Must remain securely in place around drainage structure under all conditions.
 3. **Inlet Grate Cover:**
 - a. Prefabricated units specifically designed for inlet protection and:
 - 1) Be a sewn geotextile fabric unit fitted to individual grate and completely enclosing grate.
 - 2) Have built-in lifting devices to allow manual access of stormwater system.
 - 3) Use an orange monofilament geotextile fabric.
 - b. Check dams or functionally equivalent devices may be used as inlet protection devices with approval of Engineer.
- G. **Outlet Protection:** Provide outlet protection to prevent scour at outlets of ponds, pipes, ditches, or other conveyances.
- H. **Sediment Control Barriers:** Install sediment control barriers in accordance with TESC Plan or manufacturer's recommendations in the areas of clearing, grubbing, earthwork, or drainage prior to starting those activities. Maintain sediment control barriers until soils are stabilized.

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- I. Silt (Sediment) Fence:
 1. Silt fence shall be installed in accordance with the Drawings. When backup support is used, use steel wire with a maximum mesh spacing of 2 inches by 4 inches, or plastic mesh as resistant to ultraviolet radiation as the geotextile it supports. Provide wire or plastic mesh with strength equivalent to or greater than as required for unsupported geotextile (for example, 180 pounds grab tensile strength in the machine direction).
 2. Attach geotextile to posts and support system using staples, wire, or in accordance with manufacturer's recommendations. Geotextile shall be sewn together at the point of manufacture, or at a location approved by Engineer, to form geotextile lengths as required.
 3. Provide wood or steel support posts at sewn seams and overlaps and as shown on the Drawings and necessary to support fence.
 4. Wood Posts: Minimum dimensions of 1-1/4-inch by 1-1/4-inch by the minimum length shown on the Drawings.
 5. Steel Posts: Minimum weight of 0.90 lb/ft.
 6. When sediment deposits reach approximately one-third the height of the silt fence, remove and stabilize deposits.
- J. Stabilized Construction Entrance: Construct temporary stabilized construction entrance in accordance with the Drawings, prior to beginning any clearing, grubbing, earthwork, or excavation. When stabilized entrance no longer prevents track out of sediment or debris, either rehabilitate existing entrance to original condition or construct a new entrance.
- K. Street Cleaning: Use self-propelled pickup street sweepers whenever required by Engineer to prevent transport of sediment and other debris off Project Site. Provide street sweepers designed and operated to meet air quality standards. Street washing with water will require approval by Engineer. Intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
- L. Temporary Sediment Trap: Form trap by constructing a berm or by partial or complete excavation. Direct the discharge flow to a stabilized conveyance outlet or level spreader.
- M. Wattles: Install wattles as soon as construction will allow or when designated by Engineer. Begin trench construction and wattle installation at base of slope and work uphill. Spread excavated material evenly along the uphill slope and compact using hand tamping or other method approved by Engineer. On gradually sloped or clay-type soils, provide trenches 2 inches to 3 inches deep. On loose soils, in high rainfall areas, or on steep slopes, provide trenches 3 inches to 5 inches deep, or half the thickness of the wattle. Exercise care when installing wattles to minimize disturbance of waterways and prevent sediment or pollutant discharge into waterbodies.

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3.02 ADDITIONAL REQUIREMENTS

A. Natural Buffer or Equivalent:

1. Unless natural buffer between the Project Site and receiving waters has previously been eliminated by pre-existing development disturbances, comply with one of the following alternatives if stormwater from construction will discharge to surface water:
 - a. Provide a 50-foot, undisturbed natural buffer between construction disturbances and surface water.
 - b. Provide an undisturbed natural buffer that is less than 50 feet supplemented by additional erosion and sediment controls, which in combination, achieve a sediment load reduction that is equivalent to a 50-foot buffer.
 - c. If it is infeasible to provide an undisturbed natural buffer of any size, implement erosion and sediment controls that achieve a sediment load reduction that is equivalent to a 50-foot buffer.

3.03 MAINTENANCE

- A. The ESCP measures described in this specification are minimum requirements for anticipated Site conditions. During the construction period, upgrade these measures as needed to comply with all applicable local, state, and federal erosion and sediment control regulations.
- B. Maintain erosion and sediment control BMPs so they properly perform their function until Engineer determines they are no longer needed.
- C. Construction activities must avoid or minimize excavation and creation of bare ground during wet weather.
- D. The intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments.
- E. Inspect BMPs in accordance with the schedule in the Construction Stormwater Discharge Permit(s) or as directed by Engineer.
- F. Complete an inspection report within 24 hours of an inspection. Each inspection report shall be signed and identify corrective actions. Document that corrective actions are performed within 7 days of identification. Keep a copy of all inspection reports at the Site or at an easily accessible location.
- G. Unless otherwise specified, remove deposits before the depth of accumulated sediment and debris reaches approximately height of BMP. Dispose of debris or contaminated sediment at approved locations. Clean sediments may be stabilized onsite using BMPs as approved by Engineer.

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- H. Sediment Fence: Remove trapped sediment before it reaches one-third of the above ground fence height and before fence removal.
- I. Other Sediment Barriers (such as biobags): Remove sediment before it reaches 2 inches depth above ground height and before BMP removal.
- J. Catch Basins: Clean before retention capacity has been reduced by 50 percent.
- K. Sediment Basins and Sediment Traps: Remove trapped sediments before design capacity has been reduced by 50 percent and at completion of Project.
- L. Initiate repair or replacement of damaged erosion and sediment control BMPs immediately, and work completed by end of next work day. Significant replacement or repair must be completed within 7 days, unless infeasible.
- M. Within 24 hours, remediate any significant sediment that has left construction site. Investigate cause of the sediment release and implement steps to prevent a recurrence of discharge within same 24 hours. Perform in-stream cleanup of sediment according to applicable regulations.
- N. At end of each work day, stabilize or cover soil stockpiles or implement other BMPs to prevent discharges to surface waters or conveyance systems leading to surface waters.
- O. Temporarily stabilize soils at end of shift before holidays and weekends, if needed. Ensure soils are stable during rain events at all times of year.
- P. Initiate stabilization by no later than end of next work day after construction work in an area has stopped permanently or temporarily.
- Q. Within 14 days of initiating stabilization or as specified in permit, either seed or plant stabilized area; or apply non-vegetative measures and cover all areas of exposed soil. Seed dry areas as soon as Site conditions allow. Ensure that vegetation covers at least 70 percent of stabilized area. In areas where Contractor's activities have compromised erosion control functions of existing grasses, overseed existing grass. Non-vegetative measures may include blown straw and a tackifier, loose straw, or an adequate covering of compost mulch. Complete initial stabilization within 7 days if storm water discharges to surface waters impaired for sediment or nutrients, or high quality waters.
- R. Provide permanent erosion control measures on all exposed areas. Do not remove temporary sediment control practices until permanent vegetation or other cover of exposed areas is established. However, do remove all temporary erosion control measures as exposed areas become stabilized, unless doing so conflicts with local requirements. Properly dispose of construction materials and waste, including sediment retained by temporary BMPs.

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3.04 REMOVAL

- A. When Engineer determines that an erosion control BMP is no longer required, remove BMP and all associated hardware from the Project limits. When materials are biodegradable, Engineer may approve leaving temporary BMP in place.
- B. Permanently stabilize all bare and disturbed soil after removal of erosion and sediment control BMPs. Dress sediment deposits remaining after BMPs have been removed to conform to existing grade. Prepare and seed graded area. If installation and use of erosion control BMPs have compacted or otherwise rendered soil inhospitable to plant growth, such as construction entrances, take measures to rehabilitate soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or seeding with specified seed.

END OF SECTION

**SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 DEFINITIONS

A. Products:

1. New items for incorporation in the Work, whether purchased by Contractor or Owner for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.
2. Includes the terms material, equipment, machinery, components, subsystem, system, hardware, software, and terms of similar intent and is not intended to change meaning of such other terms used in Contract Documents, as those terms are self-explanatory and have well recognized meanings in construction industry.
3. Items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of the date of the Contract Documents.

1.02 DESIGN REQUIREMENTS

A. Where Contractor design is specified, design of installation, systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions as indicated on the Drawings, with the Occupational Safety and Health Administration, and with all other applicable state and local agency requirements.

1. Refer to Design Criteria on Structural General Notes Drawings.
2. Refer to individual Specification sections and to the Drawings for additional design criteria.

B. Where Contractor design is specified; installation, systems, equipment, and components shall be designed by a qualified professional Engineer registered in the State of Florida.

1.03 SERVICE CONDITIONS

A. Materials shall be suitable for use in raw wastewater service applications.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Altitude: Provide materials and equipment suitable for installation and operation under rated conditions at 230 feet above sea level.

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- B. Provide equipment and devices installed outdoors or in unheated enclosures capable of continuous operation within an ambient temperature range of 10 degrees F to 105 degrees F.

1.05 PREPARATION FOR SHIPMENT

- A. When practical, factory assemble products. Mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.
- B. Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project and Contractor, equipment number, and approximate weight. Include complete packing list and bill of materials with each shipment.
- C. Extra Materials, Special Tools, Test Equipment, and Expendables:
 - 1. Furnish as required by individual Specifications.
 - 2. Schedule:
 - a. Ensure that shipment and delivery occurs concurrent with shipment of associated equipment.
 - b. Transfer to Owner shall occur immediately subsequent to Contractor's acceptance of equipment from Supplier.
 - 3. Packaging and Shipment:
 - a. Package and ship extra materials and special tools to avoid damage during long term storage in original cartons insofar as possible, or in appropriately sized, hinged-cover, wood, plastic, or metal box.
 - b. Prominently displayed on each package, the following:
 - 1) Manufacturer's part nomenclature and number, consistent with Operation and Maintenance Manual identification system.
 - 2) Applicable equipment description.
 - 3) Quantity of parts in package.
 - 4) Equipment manufacturer.
 - 4. Deliver materials to Site or other area as designated by the Contractor.
 - 5. Notify Engineer, Owner, and Construction Manager upon arrival for transfer of materials.
 - 6. Replace extra materials and special tools found to be damaged or otherwise inoperable at time of transfer to Owner.
- D. Request a minimum 7-day advance notice of shipment from manufacturer. Upon receipt of manufacturer's advance notice of shipment, promptly notify Engineer of anticipated date and place of delivery.

FOXWOOD LOW PRESSURE SEWER SYSTEM

- E. Factory Test Results: Reviewed and accepted by Engineer before product shipment as required in individual Specification sections.

1.06 DELIVERY AND INSPECTION

- A. Deliver products in accordance with accepted current Progress Schedule and coordinate to avoid conflict with the Work and conditions at Site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.
- B. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label, date of manufacture and shelf life, where applicable.
- C. Unload products in accordance with manufacturer's instructions for unloading or as specified. Record receipt of products at Site. Promptly inspect for completeness and evidence of damage during shipment.
- D. Remove damaged products from Site and expedite delivery of identical new undamaged products, and remedy incomplete or lost products to provide that specified, so as not to delay progress of the Work.

1.07 HANDLING, STORAGE, AND PROTECTION

- A. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Store in approved storage yards or sheds provided in accordance with Section 01 50 00, Temporary Facilities and Controls. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.
- B. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to ensure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the Work.
- D. Store electrical, instrumentation, and control products, and equipment with bearings in weather-tight structures maintained above 60 degrees F. Protect electrical, instrumentation, and control products, and insulate against moisture, water, and dust damage. Connect and operate continuously space heaters furnished in electrical equipment.

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- E. Store fabricated products above ground on blocking or skids and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
- F. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.
- G. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.
- H. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes, and manufacturer's instructions.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specifications.
- B. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications.
- C. Like items of products furnished and installed in the Work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, manufacturer's services, and implement same or similar process instrumentation and control functions in same or similar manner.
- D. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- E. Provide interchangeable components of the same manufacturer, for similar components, unless otherwise specified.
- F. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, state, and local health and safety regulations.

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- G. Regulatory Requirement: Coating materials shall meet federal, state, and local requirements limiting the emission of volatile organic compounds and for worker exposure.
- H. Safety Guards: Provide for all belt or chain drives, fan blades, couplings, or other moving or rotary parts. Cover rotating part on all sides. Design for easy installation and removal. Use 16-gauge or heavier; galvanized steel, aluminum coated steel, or galvanized or aluminum coated 1/2-inch mesh expanded steel. Provide galvanized steel accessories and supports, including bolts. For outdoors application, prevent entrance of rain and dripping water.
- I. Authority Having Jurisdiction (AHJ):
 - 1. Provide the Work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the AHJ, material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ in order to provide a basis for approval under NEC.
 - 2. Materials and equipment manufactured within the scope of standards published by UL shall conform to those standards and shall have an applied UL listing mark.
- J. Equipment Finish:
 - 1. Provide manufacturer's standard finish and color, except where specific color is indicated.
 - 2. If manufacturer has no standard color, provide equipment with finish as approved by Owner.
- K. Special Tools and Accessories: Furnish to Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other spare parts as required for maintenance.
- L. Lubricant: Provide initial lubricant recommended by equipment manufacturer in sufficient quantity to fill lubricant reservoirs and to replace consumption during testing, startup, and operation until final acceptance by Owner.

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- M. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 FABRICATION AND MANUFACTURE

A. General:

1. Manufacture parts to U.S.A. standard sizes and gauges.
2. Two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.
3. Design structural members for anticipated shock and vibratory loads.
4. Use 1/4-inch minimum thickness for steel that will be submerged, wholly or partially, during normal operation.
5. Modify standard products as necessary to meet performance Specifications.

B. Lubrication System:

1. Require no more than weekly attention during continuous operation.
2. Convenient and accessible; oil drains with bronze or stainless steel valves and fill-plugs easily accessible from the normal operating area or platform. Locate drains to allow convenient collection of oil during oil changes without removing equipment from its installed position.
3. Provide constant-level oilers or oil level indicators for oil lubrication systems.
4. For grease type bearings, which are not easily accessible, provide and install stainless steel tubing; protect and extend tubing to convenient location with suitable grease fitting.

2.03 SOURCE QUALITY CONTROL

- A. Where Specifications call for factory testing to be witnessed by Engineer, notify Engineer not less than 14 days prior to scheduled test date, unless otherwise specified.
- B. Calibration Instruments: Bear the seal of a reputable laboratory certifying instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).

- C. Factory Tests: Perform in accordance with accepted test procedures and document successful completion.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect materials and equipment for signs of pitting, rust decay, or other deleterious effects of storage. Do not install material or equipment showing such effects. Remove damaged material or equipment from the Site and expedite delivery of identical new material or equipment. Delays to the Work resulting from material or equipment damage that necessitates procurement of new products will be considered delays within Contractor's control.

3.02 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

- A. When so specified, a Manufacturer's Certificate of Compliance, a copy of which is attached to this section, shall be completed in full, signed by entity supplying the product, material, or service, and submitted prior to shipment of product or material or execution of the services.
- B. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
- C. Such form shall certify proposed product, material, or service complies with that specified. Attach supporting reference data, affidavits, and certifications as appropriate.
- D. May reflect recent or previous test results on material or product, if acceptable to Engineer.

3.03 INSTALLATION

- A. Equipment Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.
- B. No shimming between machined surfaces is allowed.
- C. Install the Work in accordance with NECA Standard of Installation, unless otherwise specified.
- D. Repaint painted surfaces that are damaged prior to equipment acceptance.
- E. Do not cut or notch any structural member or building surface without specific approval of Engineer.

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- F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instruction at Site, available for review at all times.
- G. For material and equipment specifically indicated or specified to be reused in the Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such Work in the Contract Price.

3.04 FIELD FINISHING

- A. In accordance with individual Specification sections.

3.05 ADJUSTMENT AND CLEANING

- A. Perform required adjustments, tests, operation checks, and other startup activities.

3.06 LUBRICANTS

- A. Fill lubricant reservoirs and replace consumption during testing, startup, and operation prior to acceptance of equipment by Owner.

3.07 SUPPLEMENTS

- A. The supplement listed below, following "End of Section", is part of this Specification.
 - 1. Form: Manufacturer's Certificate of Compliance.

END OF SECTION

MANUFACTURER’S CERTIFICATE OF COMPLIANCE

OWNER: _____ PRODUCT, MATERIAL, OR SERVICE
PROJECT NAME: _____ SUBMITTED: _____
PROJECT NO: _____

Comments: _____

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: _____, 20____

Manufacturer: _____

Manufacturer’s Authorized Representative (*print*): _____

(Authorized Signature)

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Submit prior to application for final payment.
 - a. Record Documents: As required in General Conditions.
 - b. Special bonds, Special Guarantees, and Service Agreements.
 - c. Consent of Surety to Final Payment: As required in General Conditions.
 - d. Releases or Waivers of Liens and Claims: As required in General Conditions.
 - e. Releases from Agreements.
 - f. Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01 29 00, Payment Procedures.
 - g. Extra Materials: As required by individual Specification sections.

1.02 RECORD DOCUMENTS

A. Quality Assurance:

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
 - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of the Drawings and other documents where such entry is required to show change.
 - b. Purpose of Project record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's Application for Payment, either partial or final.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:

1. Promptly following commencement of Contract Times, secure from Engineer at no cost to Contractor, one complete set of Contract Documents in electronic format for Contractor's printing and use.
2. Print one full size set of contract drawings for "Record Drawing" markup.
3. Label or stamp each record document with title, "RECORD DOCUMENTS," in neat large printed letters.
4. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation:

1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
2. Make documents and Samples available at all times for observation by Engineer.

C. Making Entries on the Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from the Drawings.
 - 2) Red when showing information added to the Drawings.
 - 3) Blue and circled in blue to show notes.
2. Date entries.
3. Call attention to entry by "cloud" drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.

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- c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as are described in previous subparagraph above.
- a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
 - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.

3.02 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.
1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to Owner and Engineer.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 4. Broom clean exterior paved driveways and parking areas.
 5. Hose clean sidewalks, loading areas, and others contiguous with principal structures.
 6. Rake clean all other surfaces.
 7. Leave water courses, gutters, and ditches open and clean.
- B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

**SECTION 31 23 16
EXCAVATION**

PART 1 GENERAL

1.01 DEFINITIONS

- A. The Work included under this section consists of excavating regardless of the type, nature, or condition of the materials encountered as required for the construction of the structures and utility systems as shown on the Drawings, as specified herein, and/or as required by Contractor to execute the Work.
- B. Excavation shall include the removal of any debris or other obstacles, which may be encountered and as necessary to reach the required lines and grades.

1.02 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over excavation.

1.03 WEATHER LIMITATIONS

- A. Material excavated when frozen or when air temperature is less than 32 degrees F shall not be used as fill or backfill until material completely thaws.
- B. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.04 SEQUENCING AND SCHEDULING

- A. Dewatering: Dewater around the limits of excavation as required.
- B. Excavation Support: Install and maintain shoring as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, roadways, adjacent property, and completed Work.

PART 2 PRODUCTS (NOT USED)

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PART 3 EXECUTION

3.01 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work. Excavate to within tolerance of plus or minus 0.1 foot, except where dimensions or grades are shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. Do not over excavate without written authorization of Engineer.
- C. Remove or protect obstructions as shown and as specified in Section 01 50 00, Temporary Facilities and Controls, Article Protection of Work and Property.

3.02 UNCLASSIFIED EXCAVATION

- A. Excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.03 EXCAVATION SUPPORT SYSTEM

- A. Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed the Work.
- B. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he/she may order additional supports be placed at the expense of the Contractor. Compliance with such order shall not relieve the Contractor from his/her responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of sheeting, but if voids are formed, they shall be immediately filled and rammed.
- C. Shoring system shall provide suitable room for installing pipe, structures and appurtenances.
- D. When movable trench bracing such as trench boxes, movable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the screened gravel backfill.

3.04 TRENCH WIDTH

- A. Minimum Width of Trenches:
 - 1. Single Pipes, Conduits, Direct-Buried Cables, and Duct Banks:
 - a. Less than 4-inch Outside Diameter or Width: 18 inches.
 - b. Greater than 4-inch Outside Diameter or Width: 18 inches greater than outside diameter or width of pipe, conduit, direct-buried cable, or duct bank.
 - 2. Multiple Pipes, Conduits, Cables, or Duct Banks in Single Trench: 18 inches greater than aggregate width of pipes, conduits, cables, duct banks, plus space between.
 - 3. Increase trench widths by thicknesses of sheeting.
- B. Maximum Trench Width: Unlimited, unless otherwise shown or specified, or unless excess width will cause damage to existing facilities, adjacent property, or completed Work. Pipe of greater strength or superior pipe bedding, when approved in writing by Engineer, may be used in lieu of maintaining the pipe widths shown or specified.

3.05 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform with lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3-inch diameter and that are loose and may roll down slope. Remove exposed roots from cut slopes.
- C. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend offsite or outside easements and rights-of-way, or adversely impacts existing facilities, adjacent property, or completed Work.

3.06 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.
- B. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.
- C. Confine stockpiles to within easements, rights-of-way, and approved work areas. Do not obstruct roads or streets.

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- D. Do not stockpile excavated material adjacent to trenches and other excavations, unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- E. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

3.07 DISPOSAL OF SPOIL

- A. Dispose of excavated materials, which are unsuitable or exceed quantity needed for fill or backfill, offsite.
- B. Dispose of debris resulting from removal of underground facilities offsite.
- C. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk offsite.

END OF SECTION

**SECTION 31 23 23.15
TRENCH BACKFILL**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Public Works Association (APWA): Uniform Color Code.
 2. ASTM International (ASTM):
 - a. C33/C33M, Standard Specification for Concrete Aggregates.
 - b. C94/C94M, Standard Specification for Ready-Mixed Concrete.
 - c. C117, Standard Test Method for Materials Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates by Washing.
 - d. C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - e. C150/C150M, Standard Specification for Portland Cement.
 - f. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
 - g. C1012/C1012M, Standard Test Method for Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution.
 - h. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - i. D1140, Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75 micrometer) Sieve.
 - j. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - k. D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - l. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - m. D4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - n. D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - o. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
 3. National Electrical Manufacturers Association (NEMA): Z535.1, Safety Colors.

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1.02 DEFINITIONS

- A. Base Rock: Granular material upon which manhole bases and other structures are placed.
- B. Bedding Material: Granular material upon which pipes, conduits, cables, or duct banks are placed.
- C. Imported Material: Material obtained by Contractor from source(s) offsite.
- D. Lift: Loose (uncompacted) layer of material.
- E. Pipe Zone: Backfill zone that includes full trench width and extends from prepared trench bottom to an upper limit above top outside surface of pipe, conduit, cable or duct bank.
- F. Prepared Trench Bottom: Graded trench bottom after excavation and installation of stabilization material, if required, but before installation of bedding material.
- G. Relative Compaction: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either as compacted field dry density or maximum dry density, as determined by Engineer.
- H. Relative Density: As defined by ASTM D4253 and ASTM D4254.
- I. Selected Backfill Material: Material available onsite that Engineer determines to be suitable for a specific use.
- J. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes producing a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids. Satisfying both of the following requirements, as defined in ASTM D2487:
 - 1. Coefficient of Curvature: Greater than or equal to 1 and less than or equal to 3.
 - 2. Coefficient of Uniformity: Greater than or equal to 4 for materials classified as gravel, and greater than or equal to 6 for materials classified as sand.

1.03 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Manufacturer's descriptive literature for marking tapes.

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B. Informational Submittals:

1. Certified Gradation Analysis: Submit not less than 30 days prior to delivery for imported materials or anticipated use for excavated materials, except for trench stabilization material that will be submitted prior to material delivery to Site.

PART 2 PRODUCTS

2.01 MARKING TAPE

A. Detectable:

1. Solid aluminum foil, visible on unprinted side, encased in protective high visibility, inert polyethylene plastic jacket.
2. Foil Thickness: Minimum 0.35 mils.
3. Laminate Thickness: Minimum 5 mils.
4. Width: Minimum 3 inches.
5. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length.
6. Joining Clips: Tin or nickel-coated furnished by tape manufacturer.
7. Manufacturers and Products:
 - a. Reef Industries; Terra Tape, Sentry Line Detectable.
 - b. Mutual Industries; Detectable Tape.
 - c. Presco; Detectable Tape.

B. Color: In accordance with APWA Uniform Color Code.

Color*	Facility
Green	Sewers and drain lines
*As specified in NEMA Z535.1, Safety Color Code.	

2.02 TRACER WIRE

- A. Material: Minimum 12-gauge solid copper or copper jacket with a steel core, with high-density polyethylene (HDPE) or high-molecular weight polyethylene (HMWPE) insulation suitable for direct bury.
- B. Splices: Use wire nut or lug suitable for direct burial as recommended by tracer wire manufacturer.
- C. Manufacturers:
 1. Copperhead Industries, LLC.
 2. Performance Wire & Cable Inc.
 3. Pro-line Safety Products Company.

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2.03 TRENCH STABILIZATION, BEDDING, AND PIPE ZONE MATERIAL

A. Granular Backfill

1. Clean gravel or crushed rock, reasonably well-graded from coarse to fine.
2. Maximum Particle Size: 1-inch.
3. Unfrozen, friable, and no clay balls, roots, or other organic material.
4. Clean or gravelly sand with less than 5 percent passing No. 200 sieve, as determined in accordance with ASTM D1140, or gravel or crushed rock within maximum particle size and other requirements as follows unless otherwise specified.
 - a. Pipe Under 18-inch Diameter: 3/4-inch maximum particle size, except 1/4-inch for stainless steel pipe, copper pipe, tubing, and plastic pipe under 3-inch diameter.

2.04 CLASS C - EARTH BACKFILL

- A. Soil, loam, or other excavated material suitable for use as backfill.
- B. Free from roots or organic matter, refuse, boulders and material larger than 1/2-cubic foot, or other deleterious materials.

2.05 CLASS A – EARTH BACKFILL

- A. Free of boulders and cobbles that would be retained on a 6-inch screen 3-inch sieve.

2.06 TOPSOIL

- A. Natural, friable, sandy loam, obtained from well-drained areas, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Composition: In general accordance with ASTM D5268:
 1. Gravel-Sized Fraction: Maximum 5 percent by weight retained on a No. 10 sieve.
 2. Sand-Sized Fraction: Minimum 20 to 60 percent passing No. 10 sieve.
 3. Silt and Clay-Sized Fraction: Minimum 35 to 70 percent.
- C. Organic Matter: Minimum 1.5 percent by dry weight as determined in accordance with ASTM D2974.
- D. pH: Range 5.0 to 7.0

2.07 BASE ROCK

- A. Graded aggregate base in accordance with FDOT Standard Specifications.

2.08 SOURCE QUALITY CONTROL

- A. Perform gradation analysis in accordance with ASTM C136 for:
 - 1. Earth backfill, including specified class.
 - 2. Trench stabilization material.
 - 3. Bedding and pipe zone material.

PART 3 EXECUTION

3.01 TRENCH PREPARATION

- A. Water Control:
 - 1. Promptly remove and dispose of water entering trench as necessary to grade trench bottom and to compact backfill and install manholes, pipe, conduit, direct-buried cable, or duct bank. Do not place concrete, lay pipe, conduit, direct-buried cable, or duct bank in water.
 - 2. Remove water in a manner that minimizes soil erosion from trench sides and bottom.
 - 3. Provide continuous water control until trench backfill is complete.
- B. Remove foreign material and backfill contaminated with foreign material that falls into trench.

3.02 TRENCH BOTTOM

- A. Firm Subgrade: Grade with hand tools, remove loose and disturbed material, and trim off high areas and ridges left by excavating bucket teeth. Allow space for bedding material if shown or specified.
- B. Soft Subgrade: If subgrade is encountered that may require removal to prevent pipe settlement, notify Engineer. Engineer will determine depth of overexcavation, if any required.

3.03 TRENCH STABILIZATION MATERIAL INSTALLATION

- A. Rebuild trench bottom with trench stabilization material.
- B. Place material over full width of trench in 6-inch lifts to required grade, providing allowance for bedding thickness.

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- C. Compact each lift so as to provide a firm, unyielding support for the bedding material prior to placing succeeding lifts.

3.04 BEDDING

- A. Furnish imported bedding material where, in the opinion of Engineer, excavated material is unsuitable for bedding or insufficient in quantity.
- B. Place over full width of prepared trench bottom in two equal lifts when required depth exceeds 8 inches.
- C. Hand grade and compact each lift to provide a firm, unyielding surface.
- D. Minimum Thickness: 4 inches.
- E. Check grade and correct irregularities in bedding material. Loosen top 1-inch to 2 inches of compacted bedding material with a rake or by other means to provide a cushion before laying each section of pipe, conduit, direct-buried cable, or duct bank.
- F. Install to form continuous and uniform support except at bell holes, if applicable, or minor disturbances resulting from removal of lifting tackle.
- G. Bell or Coupling Holes: Excavate in bedding at each joint to permit proper assembly and inspection of joint and to provide uniform bearing along barrel of pipe or conduit.

3.05 BACKFILL PIPE ZONE

- A. Upper limit of pipe zone shall not be less than following:
 - 1. Pipe: 12 inches, unless shown otherwise.
- B. Restrain pipe, conduit, cables, and duct banks as necessary to prevent their movement during backfill operations.
- C. Place material simultaneously in lifts on both sides of pipe and, if applicable, between pipes, conduit, cables, and duct banks installed in same trench.
 - 1. Pipe 10-inch and Smaller Diameter: First lift less than or equal to 1/2 pipe diameter.
- D. Thoroughly tamp each lift, including area under haunches, with handheld tamping bars supplemented by “walking in” and slicing material under haunches with a shovel to ensure voids are completely filled before placing each succeeding lift.

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- E. After the full depth of the pipe zone material has been placed as specified, compact the material by a minimum of three passes with a vibratory plate compactor only over the area between the sides of the pipe and the trench walls. Compact the material to at least 95 percent of the maximum dry density as determined by ASTM D1557.
- F. Do not use power-driven impact compactors to compact pipe zone material.

3.06 MARKING TAPE INSTALLATION

- A. Continuously install marking tape along centerline of buried piping, on top of last lift of pipe zone material. Coordinate with piping installation Drawings.
 - 1. Detectable Marking Tape: Install with nonmetallic piping and waterlines.

3.07 BACKFILL ABOVE PIPE ZONE

- A. General:
 - 1. Process excavated material to meet specified gradation requirements.
 - 2. Adjust moisture content as necessary to obtain specified compaction.
 - 3. Do not allow backfill to free fall into trench or allow heavy, sharp pieces of material to be placed as backfill until after at least 2 feet of backfill has been provided over top of pipe.
 - 4. Do not use power driven impact type compactors for compaction until at least 4 feet of backfill is placed over top of pipe.
 - 5. Backfill to grade with proper allowances for topsoil, crushed rock surfacing, and pavement thicknesses, wherever applicable.
 - 6. Backfill around structures with same class backfill as specified for adjacent trench, unless otherwise shown or specified.
- B. Class A Backfill:
 - 1. Place in lifts not exceeding thickness of 9 inches.
 - 2. Mechanically compact each lift to a minimum of 90 percent relative compaction prior to placing succeeding lifts. Backfill underneath pavement is to be compacted to a minimum of 95 percent relative compaction.
- C. Class C Earth Backfill:
 - 1. Backfill with earth backfill.
 - 2. Leave trench with backfill material neatly mounded across the entire trench width, but not more than 6 inches above the adjacent ground surface.
 - 3. In lawn, garden or similar type areas, maintain trench level with the existing adjacent grade.

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4. At other locations:
 - a. Estimate and provide amount of backfill material required so that after normal settlement, settled surface will match adjacent ground surface.
 - b. Neatly windrow material over trench, and remove excess.
 - c. Correct excess or deficiency of backfill material apparent after settlement and within correction period by regrading, and disposing of excess material or adding additional material where deficient.
- D. Base Rock:
 1. Backfill with aggregate base a minimum of 6" thick under all paved surfaces in accordance with the FDOT Standard Specifications.
 2. Compact to minimum of 98 percent relative compaction.

3.08 REPLACEMENT OF TOPSOIL

- A. Replace topsoil in top 44 inches of backfilled trench.
- B. Maintain finished grade of topsoil even with adjacent area and grade as necessary to restore drainage.

3.09 MAINTENANCE OF TRENCH BACKFILL

- A. After each section of trench is backfilled, maintain surface of backfilled trench even with adjacent ground surface until final surface restoration is completed.
- B. Gravel Surfacing Rock: Add gravel surfacing rock where applicable and as necessary to keep surface of backfilled trench even with adjacent ground surface, and grade and compact as necessary to keep surface of backfilled trenches smooth, free from ruts and potholes, and suitable for normal traffic flow.
- C. Topsoil: Add topsoil where applicable and as necessary to maintain surface of backfilled trench level with adjacent ground surface.
- D. Concrete and Asphaltic Pavement: Replace settled slabs as specified in the standard specifications or as directed by the Engineer.
- E. Other Areas: Add excavated material where applicable and keep surface of backfilled trench level with adjacent ground surface.

3.10 SETTLEMENT OF BACKFILL

- A. Settlement of trench backfill, or of fill, or facilities constructed over trench backfill will be considered a result of defective compaction of trench backfill.

END OF SECTION

**SECTION 32 91 13
SOIL PREPARATION**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. ASTM International (ASTM):
 - a. C33/C33M, Standard Specification for Concrete Aggregates.
 - b. C602, Standard Specification for Agricultural Liming Materials.
 - c. D2974, Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
 - d. D5268, Standard Specification for Topsoil Used for Landscaping Purposes.

1.02 SUBMITTALS

- A. Informational Submittals:
 - 1. Certified Topsoil Analysis Reports:
 - a. Indicate quantities of materials necessary to bring onsite topsoil into compliance with textural/gradation requirements.
 - b. Indicate quantity of lime, quantity and analysis of fertilizer, and quantity and type of soil additive.

1.03 SEQUENCING AND SCHEDULING

- A. Rough grade areas to be planted or seeded prior to performing Work specified under this section.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. General: Natural, friable, sandy loam, obtained from well-drained areas, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Composition: In general accordance with ASTM D5268:
 - 1. Gravel-Sized Fraction: Maximum 5 percent by weight retained on a No. 10 sieve.

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2. Sand-Sized Fraction: Minimum 20 to 60 percent passing No. 10 sieve.
 3. Silt and Clay-Sized Fraction: Minimum 35 to 70 percent.
- C. Organic Matter: Minimum 1.5 percent by dry weight as determined in accordance with ASTM D2974.
- D. pH: Range 5.0 to 7.0.
- E. Textural Amendments: Amend as necessary to conform to required composition by incorporating sand, peat, manure, or sawdust.
- F. Source: Stockpile material onsite, in a manner that doesn't impact traffic, meets guidelines for distances away from excavations, or negatively impacts adjacent facilities or homes. Import topsoil if onsite material is insufficient in quantity.

2.02 LIME

- A. Composition: Ground limestone with not less than 85 percent total carbonates, ASTM C602.
- B. Gradation:
1. Minimum 50 percent passing No. 100 sieve.
 2. Minimum 90 percent passing No. 20 sieve.
 3. Coarser material acceptable provided rates of application are increased proportionately on basis of quantities passing No. 100 sieve.

2.03 SOIL ADDITIVES

- A. Sawdust or Ground Bark:
1. Nontoxic, of uniform texture, and subject to slow decomposition when mixed with soil.
 2. Nitrogen-treated, or if untreated mix with minimum 0.15 pound of ammonium nitrate or 0.25 pound of ammonium sulfate per cubic foot of loose material.
- B. Peat:
1. Composition: Natural residue formed by decomposition of reeds, sedges, or mosses in a freshwater environment, free from lumps, roots, and stones.
 - a. Organic Matter: Not less than 90 percent on a dry weight basis as determined by ASTM D2974.
 - b. Moisture Content: Maximum 65 percent by weight at time of delivery.

C. Fertilizer:

1. Natural:

a. Manure:

- 1) Well-rotted, stable or cattle manure, free from weed seed and refuse.
- 2) Maximum 50 percent sawdust or shavings by volume.
- 3) Age: Minimum 4 months; maximum 2 years.

2.04 SOURCE QUALITY CONTROL

- A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- A. Apply lime at the rate of 50 pounds per 1,000 square feet to subgrade before tilling.
- B. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
- C. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
- D. Limit preparation to areas which will receive topsoil within 2 days after preparation.

3.02 TOPSOIL PLACEMENT

- A. Do not place topsoil when subsoil or topsoil is frozen, excessively wet, or otherwise detrimental to the Work.
- B. Mix soil amendments, lime, and other soil additives, identified in analysis reports with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding. Delay mixing of fertilizer if planting or seeding will not occur within 3 days.
- C. Place one-half of the total depth of topsoil and work into top 4 inches of subgrade soil to create a transition layer. Place remainder of topsoil to depth as shown of 6 inches where seeding and planting are scheduled.
- D. Uniformly distribute to within 1/2-inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.

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- E. Remove stones exceeding 1-1/2-inch diameter, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from Site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

END OF SECTION

**SECTION 32 92 00
TURF AND GRASSES**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Maintenance Period: Begin maintenance immediately after each area is planted (seed, sod, or sprig) and continue for a period of 8 weeks after all planting under this section is completed or until a satisfactory stand of grass is made.
- B. Satisfactory Stand: Grass that has:
 - 1. No bare spots larger than 3 square feet.
 - 2. Not more than 10 percent of total area with bare spots larger than 1 square foot.
 - 3. Not more than 15 percent of total area with bare spots larger than 6 square inches.

1.02 SUBMITTALS

- A. Action Submittals: Product labels/data sheets.
- B. Informational Submittals:
 - 1. Seed: Certification of seed analysis, germination rate, and inoculation:
 - a. Certify that each lot of seed has been tested by a testing laboratory certified in seed testing, within 6 months of date of delivery.
Include with certification:
 - 1) Name and address of laboratory.
 - 2) Date of test.
 - 3) Lot number for each seed specified.
 - 4) Test Results: (i) name, (ii) percentages of purity and of germination, and (iii) weed content for each kind of seed furnished.
 - b. Mixtures: Proportions of each kind of seed.
 - 2. Seed Inoculant Certification: Bacteria prepared specifically for legume species to be inoculated.
 - 3. Certification of sod; include source and harvest date of sod, and sod seed mix.
 - 4. Certification of sprig type and name.
 - 5. Description of required maintenance activities and activity frequency.

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1.03 DELIVERY, STORAGE, AND PROTECTION

A. Seed:

1. Furnish in standard containers with seed name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.
2. Keep dry during storage.

B. Sod:

1. Do not harvest if sod is excessively dry or wet to the extent survival may be adversely affected.
2. Harvest and deliver sod only after laying bed is prepared for sodding.
3. Roll or stack to prevent yellowing.
4. Deliver and lay within 24 hours of harvesting.
5. Keep moist and covered to protect from drying from time of harvesting until laid.

1.04 WEATHER RESTRICTIONS

- #### A. Perform Work under favorable weather and soil moisture conditions as determined by accepted local practice.

1.05 SEQUENCING AND SCHEDULING

- #### A. Prepare topsoil as specified in Section 32 91 13, Soil Preparation, before starting Work of this section.
- #### B. Complete Work under this section within 10 days following completion of soil preparation.
- #### C. Notify Engineer at least 3 days in advance of:
1. Each material delivery.
 2. Start of planting activity.
- #### D. Planting Season: Those times of year that are normal for such Work as determined by accepted local practice.

1.06 MAINTENANCE SERVICE

- #### A. Contractor: Perform maintenance operations during maintenance period to include:
1. Watering: Keep surface moist.
 2. Washouts: Repair by filling with topsoil, liming, fertilizing, seeding, and mulching.
 3. Mulch: Replace wherever and whenever washed or blown away.

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4. Mowing: Mow to 2 inches after grass height reaches 3 inches, and mow to maintain grass height from exceeding 3-1/2 inches.
5. Reseed unsatisfactory areas or portions thereof immediately at the end of the maintenance period if a satisfactory stand has not been produced.
6. Reseed/replant during next planting season if scheduled end of maintenance period falls after September 30.
7. Reseed/replant entire area if satisfactory stand does not develop by July 1 of the following year.

PART 2 PRODUCTS

2.01 FERTILIZER

- A. Commercial, uniform in composition, free-flowing, suitable for application with equipment designed for that purpose. Minimum percentage of plant food by weight.
- B. Application Rates: Determined by soil analysis results.
- C. Mix:
 1. Nitrogen: 10.
 2. Phosphoric Acid: 10.
 3. Potash: 10.
 4. Bonemeal: Commercial, raw, finely ground, with minimum analysis of 4 percent nitrogen and 20 percent phosphoric acid.
 5. Superphosphate: Soluble mixture of phosphate obtained from treated mineral phosphates with minimum analysis of 20 percent available phosphoric acid.

2.02 SOD

- A. Certified, containing grass mix: Match existing grass type(s)
- B. Strongly rooted pads, capable of supporting own weight and retaining size and shape when suspended vertically from a firm grasp on upper 10 percent of pad.
 1. Grass Height: Normal.
 2. Strip Size: 16 inches wide and at least 3 feet long.
 3. Soil Thickness: Uniform; 1-inch plus or minus 1/4-inch at time of cutting.
 4. Age: Not less than 10 months or more than 30 months.
 5. Condition: Healthy, green, moist; free of diseases, nematodes and insects, and of undesirable grassy and broadleaf weeds. Yellow sod, or broken pads, or torn or uneven ends will not be accepted.

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2.03 STRAW MULCH

- A. Threshed straw of oats, wheat, barley, or rye, free from (i) seed of noxious weeds or (ii) clean salt hay.

PART 3 EXECUTION

3.01 PREPARATION

- A. Grade areas to smooth, even surface with loose, uniformly fine texture.
 - 1. Roll and rake, remove ridges, fill depressions to meet finish grades.
 - 2. Limit such Work to areas to be planted within immediate future.
 - 3. Remove debris, and stones larger than 1-1/2-inch diameter, and other objects that may interfere with planting and maintenance operations.
- B. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface to dry off before seeding. Do not create muddy soil.
- C. Restore prepared areas to specified condition if eroded or otherwise disturbed after preparation and before planting.

3.02 FERTILIZER

- A. Apply evenly over area in accordance with manufacturer's instructions. Mix into top 2 inches of topsoil, when applied by broad cast method.
- B. Application Rate: Determined by soil test results in accordance with Section 32 91 13, Soil Preparation.

3.03 SODDING

- A. Do not plant dormant sod, or when ground is frozen.
- B. Lay sod to form solid mass with tightly fitted joints; butt ends and sides, do not overlap.
 - 1. Stagger strips to offset joints in adjacent courses.
 - 2. Work from boards to avoid damage to subgrade or sod.
 - 3. Tamp or roll lightly to ensure contact with subgrade; work sifted soil into minor cracks between pieces of sod, remove excess to avoid smothering adjacent grass.
 - 4. Complete sod surface true to finished grade, even, and firm.
- C. Fasten sod on slopes to prevent slippage with wooden pins 6 inches long driven through sod into subgrade, until flush with top of sod. Install at sufficiently close intervals to securely hold sod.

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- D. Water sod with fine spray immediately after planting. During first week, water daily or more frequently to maintain moist soil to depth of 4 inches.
- E. Apply top dress fertilizer at recommended rate.

3.04 FIELD QUALITY CONTROL

- A. 8 weeks after seeding is complete and on written notice from Contractor, Engineer will, within 15 days of receipt, determine if a satisfactory stand has been established.
- B. If a satisfactory stand has not been established, Engineer will make another determination after written notice from Contractor following the next growing season.

END OF SECTION

SECTION 33 05 01.09
POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Water Works Association (AWWA):
 - a. C110, Ductile-Iron and Gray-Iron Fittings.
 - b. C153, Ductile-Iron Compact Fittings, for Water Service.
 - c. C605, Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.
 - d. C900, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 inches Through 12 inches (100 mm Through 300 mm), for Water Transmission and Distribution.
 2. ASTM International (ASTM):
 - a. D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 - b. D3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

1.02 SUBMITTALS

- A. Action Submittals:
1. Drawings showing pipe diameter, pipe class, dimension ratio (DR) and fitting details.
 2. Product Data: Manufacturer's data for couplings, saddles, gaskets, and other pipe accessories. Indicate maximum rated working pressure and test pressure for each item.
- B. Informational Submittals:
1. Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements.
 2. Hydrostatic Testing Plan: Submit at least 15 days prior to testing and at minimum, include the following:
 - a. Testing dates.
 - b. Piping systems and section(s) to be tested.
 - c. Method of isolation.

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- d. Method of conveying water from source to system being tested.
 - e. Method of disposing of test water.
 - f. Calculation of maximum allowable leakage for piping section(s) to be tested.
3. Certification of Calibration: Approved testing laboratory certificate if pressure gauge for hydrostatic test has been previously used. If pressure gauge is new, no certificate is required.
 4. Test report documentation.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. In accordance with manufacturer's recommendations.
- B. Pipe, specials, and fittings received at Project Site in damaged condition will not be accepted.
- C. Gasket Storage: Store rubber gaskets in cool, well ventilated place, and do not expose to direct rays of sun. Do not allow contact with oils, fuels, petroleum, or solvents.
- D. Store and support pipe securely to prevent accidental rolling and to avoid contact with mud, water, or other deleterious materials.
- E. Solvent Cement: Store in accordance with ASTM D2855.
- F. Handling:
 1. Pipe shall be handled with proper equipment in a manner to prevent distortion or damage. Use of hooks, chains, wire ropes, or clamps that could damage pipe, damage coating or lining, or kink and bend pipe ends is not permitted.
 2. Use heavy canvas, or nylon slings of suitable strength for lifting and supporting materials.
 3. Lifting pipe during unloading or lifting into trench shall be done using two slings placed at quarter point of pipe section. Pipe may be lifted using one sling near center of pipe, provided pipe is guided to prevent uncontrolled swinging and no damage will result to pipe or harm to workers. Slings shall bear uniformly against pipe.
 4. Pipe and fittings shall not be stored on rocks or gravel, or other hard material that might damage pipe. This includes storage area and along pipe trench.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe:

1. PVC, conforming to requirements of
 - a. 4 inches and above: AWWA C900.
2. Minimum pressure rating: DR 18.

B. Joints:

1. Rubber gasketed or Solvent welded.
2. Conform to AWWA C900.
3. Each bell shall be an integral wall section joint assembly using elastomeric gasket seals. All gaskets shall meet all requirements for performance as specified by ASTM F477.

C. Fittings:

1. Ductile iron, conforming to AWWA C153 or AWWA C110.
2. All ductile iron fittings to be supplied with an exterior asphaltic coating and an interior epoxy lining manufactured by PERMOX CTF, Perma-Shield PL Series 431, Protecto 401, "Or-equal," approved.
3. Minimum pressure rating of 250 psi.
4. Retainer Glands:
 - a. EBAA Iron, MegaLug Series 1100.
 - b. Ford Meter Box Company, Uni-Flange Series 1400.
 - c. Star Pipe Products, Star-Grip Series 3000.
5. Restraints:
 - a. All fittings and pipe joints shall be restrained by solvent welding, manufacturer's proprietary system, or mechanical restraint system designed specifically for use with PVC pipe using wedges. Do not use systems with set screws, gripper rings, or gripper gaskets.
 - b. Push-on restraints: Fast-Grip Gasket by American Ductile Iron Pipe Co. "Or-equal," approved.
 - c. Bell harness restraints: MegaLug Series 2500 by EBAA Iron "Or-equal," approved.

PART 3 EXECUTION

3.01 INSTALLATION

- A. In accordance with AWWA C605.
- B. Join pipe and fittings in accordance with manufacturer's instructions.

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- C. Install individual pipe lengths in accordance with approved lay diagram. Misplaced pipe shall be removed and replaced.
- D. Inspect pipe and fittings before installation, clean ends thoroughly, remove foreign matter and dirt from inside.
- E. Joints:
 - 1. Rubber Gasketed: In accordance with manufacturer's written instructions.
 - 2. Restrained Joint Systems: In accordance with manufacturer's written instructions.
- F. Pipe Bending for Horizontal or Vertical Curves:
 - 1. Bending of pipe barrels larger than 12 inches in diameter is not allowed.
 - 2. Radius of curves shall not exceed 75 percent of manufacturer's recommended values.
 - 3. Use blocks or braces at pipe joints to ensure axial deflection in gasketed or mechanical joints does not exceed allowable deflection.
- G. Maximum Joint Deflection at Mechanical Joint: 75 percent of manufacturer's recommended values.
- H. No deflection is allowed at push-on joints.
- I. Placement:
 - 1. Keep trench dry until pipe laying and joining is completed.
 - 2. Exercise care when lowering pipe into trench to prevent twisting or damage to pipe.
 - 3. Measure for grade at pipe invert, not at top of pipe.
 - 4. Excavate trench bottom and sides of ample dimensions to permit proper joining, welding, visual inspection, and testing of entire joint.
 - 5. Prevent foreign material from entering pipe during placement.
 - 6. Close and block open end of last laid pipe section when placement operations are not in progress and at close of day's work.
 - 7. In general, lay pipe upgrade with bell ends pointing in direction of laying.
 - 8. Deflect pipe at joints for pipelines laid on a curve using unsymmetrical closure of spigot into bell. If joint deflection of standard pipe lengths will not accommodate horizontal or vertical curves in alignment, provide:
 - a. Shorter pipe lengths.
 - b. Special mitered joints.
 - c. Standard or special fabricated bends.
 - 9. Check gasket position with feeler gauge to assure proper seating.
 - 10. After joint has been made, check pipe alignment and grade.

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11. Place sufficient pipe zone material to secure pipe from movement before next joint is installed.
12. Prevent uplift and floating of pipe prior to backfilling.
13. Cover Over Top of Pipe: Minimum 3 feet, unless otherwise shown.

3.02 THRUST RESTRAINT

- A. Location: At pipeline tees, plugs, caps, bends, and locations where unbalanced forces exist.
- B. Thrust Blocking:
 1. Place only where shown on the Drawings.
 2. Quantity of Concrete: Sufficient to cover bearing area of pipe and provide required soil bearing area as shown on the Drawings.
 3. Place blocking so pipe and fitting joints are accessible for repairs.
 4. Place concrete in accordance with ACI 301.

3.03 PLACEMENT OF PIPE LOCATING TAPE

- A. Place pipe locating tape in accordance with Section 31 23 23.15, Trench Backfill.

3.04 PIPE BEDDING AND ZONE MATERIAL

- A. Place pipe bedding and pipe zone material in accordance with Section 31 23 23.15, Trench Backfill.

3.05 INSPECTION AND HYDROSTATIC TESTING

- A. In accordance with Section 40 80 01, Process Piping Leakage Testing.

END OF SECTION

SECTION 33 05 01.10
HIGH-DENSITY POLYETHYLENE (HDPE) PRESSURE PIPE AND FITTINGS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards that may be referenced in this section:
1. American Society of Mechanical Engineers (ASME):
 - a. Boiler and Pressure Vessel Code, Section IX, Article XXI-XXIV.
 - b. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
 - c. B18.2.1, Square, Hex, Heavy Hex, and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series).
 - d. B18.2.2, Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series).
 2. American Water Works Association (AWWA):
 - a. C906, Polyethylene (PE) Pressure Piping and Fittings, 4 in. through 65 in. for Waterworks.
 - b. Manual M55, PE Pipe - Design and Installation.
 3. ASTM International (ASTM):
 - a. A193/A193M, Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - b. A194/A194M, Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
 - c. A240/A240M, Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 - d. A307, Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength.
 - e. A536, Standard Specification for Ductile Iron Castings.
 - f. A563, Standard Specification for Carbon and Alloy Steel Nuts.
 - g. D3035, Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
 - h. D3261, Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
 - i. D3350, Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

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- j. F714, Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter.
- k. F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) and Crosslinked Polyethylene (PEX) Pressure Piping Systems Using Hydrostatic Pressure.
- l. F2620, Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings.
4. Code of Federal Regulations (CFR): Title 49 Part 192.285, Plastic Pipe: Qualifying Persons to Make Joints.
5. Plastics Pipe Institute (PPI):
 - a. Handbook of PE Pipe.
 - b. Technical Note 38, Bolt Torque for Polyethylene Flanged Joints.
 - c. TR-33, Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe.
6. American Petroleum Institute (API):
 - a. 13A, Specification for Drilling Fluid Materials.
 - b. RP 13B-1, Standard Procedure for Field Testing Water-Based Drilling Fluids.

1.02 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
 - a. Catalog information confirming pipe, fittings, and other materials conform to requirements of this section.
 - b. Drawings of specific connection details.
2. HDD Submittals as applicable:
 - a. Working plans showing the general arrangement of the Subcontractor's work areas, storage areas, staging and pipe stringing areas, including maintenance of traffic and site access during pipe jointing, and laydown areas showing locations of drill entry and exit points, slurry plants, drilling equipment, and pollution prevention measures among other features. The working plans shall show the layout profile and supports for any pits, workshafts, trenches, conductor casings, other excavations required to drill and install the pipe.
 - b. Manufacturer's Product Data of the HDD drilling equipment, including manufacturer's specifications and cut sheets, and photographs and the Drawings of the drilling equipment, including the drill rig, drilling and reaming system components, guidance and control systems, drilling fluid mix, etc.

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- c. Design Calculations:
 - 1) Predicted and allowable pulling loads and bending stress, and the minimum allowable bending radius. Provide an estimate of the pulling loads and bending stress at characteristic points along the drill path when the curvature of the drill path changes.
 - 2) Calculations for safety factors against ring collapse of the pipe during pullback and confirm ring deflection is within limits.
 - 3) Graphical representation of evaluation of frac-out risks, showing maximum allowable and minimum required pressures at all critical locations along the bore alignment.
 - a) The Subcontractor shall be responsible for proper design of the directional bore.
 - 4) The calculations shall be conducted by or under the direct supervision of a Professional Engineer licensed in the State of Florida, who shall stamp and seal the calculations.
- d. Detailed working plans shall be submitted for pipe installation, including a plan/profile along the pipe drill path plotted at scale no smaller than 1-inch equals 20 feet horizontal and vertical. Provide entry and exit locations and angles, conductor casing size and depth, bending radii, lengths and depths, and clearance from existing piles, pipelines, encasements, right of way, and structures. The layouts of the pipes shown on the Drawings represent the required pipe size and minimum depths and are based on the entry and exit points shown on the Drawings. The Subcontractor may vary, within the limits of the workspaces, the entry and exit angles and profile layout as long as the minimum depths shown are maintained, and the product pipe is extended to acceptable points for connection to the existing pipes. All such variances shall be submitted to Jacobs for approval prior to start of drilling.
- e. Certificates: Submit HDD Subcontractor personnel qualifications statement, pipe manufacturer's field representative qualifications and surveyor qualifications.

B. Informational Submittals:

- 1. Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements.
- 2. Infrared temperature gun product data.
- 3. Certificates of qualification for persons to be fusing HDPE pipe.
- 4. Information on manufacturer and model of machine to be used for fusion of HDPE pipe.

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5. Testing Plan: Submit at least 15 days prior to testing and include the following as a minimum:
 - a. Testing dates.
 - b. Piping systems and section(s) to be tested.
 - c. Method of isolation.
 - d. Method of conveying water from source to system being tested.
6. Certifications of Calibration: Approved testing laboratory certificate if pressure gauge for hydrostatic test has been previously used. If pressure gauge is new, no certificate is required.
7. Test report documentation.
8. Confirmation that thickness and design of stiffening inserts have been approved by pipe manufacturer and are suitable for use with pipe. Stiffener shall not buckle under a minimum interior pipe temperature of 95 degrees F when pipe is empty.

1.03 QUALITY ASSURANCE

A. Qualifications:

1. Pipe Manufacturer: Listed with Plastic Pipe Institute.
2. Experienced in fabricating pipe of similar diameters and wall thickness required for the Work.
3. Successful fabrication of at least 100,000 linear feet of 4-inch diameter or larger pipe within past 5-year period.
4. Persons fusing HDPE pipe shall have a current operator qualification training certificate and wallet card showing operator is qualified to operate machine to be used on the Project and have minimum of 1 year(s) of experience with fusing HDPE pipe.
5. HDD Subcontractor Experience Requirements: Provide key personnel with at least 10 years' experience in directional drilling and associated pipe installation, including pipe at least as large as 6 inches in diameter and lengths of at least 1,000 feet. Key personnel include field supervisor and operators of directional drilling equipment, including position monitoring and steering equipment; and pipe fusion welder.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Shipping: Do not cut, kink, or otherwise damage pipe during transportation.

B. Storage and Handling:

1. Pipe interiors are to be inspected and all debris removed prior to storage.
2. Limit stacking of pipe to a height that will not cause excessive deformation of bottom layers of pipes under anticipated temperature conditions.

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3. Do not exceed the stacking heights stated in AWWA Manual M55.
 4. Where necessary, because of ground conditions, store pipe on wooden sleepers, spaced suitably and of such widths as not to allow deformation of pipe at point of contact with sleeper or between supports.
 5. Comply with the requirements of the approved Installation Plan.
 6. Keep pipe shaded from direct sunlight prior to fusion and installation in trench.
- C. The Subcontractor shall not use and shall remove from construction site, pipe with physical damage such as cuts, gashes, nicks or abrasions which may have occurred during shipping, storage, or handling, which are deeper than 10 percent of wall thickness.
- D. Pipe and fittings shall be handled by wide belly band slings as recommended by the pipe manufacturer to avoid damage to the pipe. Bare chains shall not be used in contact with pipe.

1.05 CONNECTIONS TO EXISTING PIPE

- A. Fusing to Existing Pipe: Comply with manufacturer's or distributor's recommendations based on Site conditions and PPI TR-33.

1.06 SITE CONDITIONS

- A. It is the HDD Subcontractor's responsibility to review the Drawings, Specifications, and existing site conditions prior to the start of Work.
- B. Inspect the locations where horizontal directional drilling operations will be conducted and the pipe is to be installed, verify the conditions under which the work will be performed, and provide all necessary details, whether shown or not, for the orderly prosecution of the Work.
- C. Inspect existing storm sewer and culvert inlet and outlets prior to directional drilling operations. If material from frac-outs is present during drilling, repair storm sewer and clean up material.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pipe and Fittings:
1. Conform to requirements of AWWA C906, ASTM F714 and ASTM D3035.

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2. Resin:
 - a. Non-Potable Water Transmission and Distribution Systems: Polyethylene resin shall meet or exceed requirements of ASTM D3350 for:
 - 1) PE 4710 material manufactured from bimodal resin with cell classification of 445474C, or better. Pressure rating shall be based on hydrostatic design stress of 1,000 psi at 73.4 degrees F.
 3. Pressure Rating: 200 psi and nominal DR of 11.
 4. Outside Diameter Basis:
 - a. 3-inch and less: IPS.
 - b. 4-inch and greater: DIPS.
 5. Pipe lengths, fittings, and flanged connections to be joined by thermal butt-fusion shall be of a compatible resin mix for the fusion process.
 6. Fittings:
 - a. Polyethylene fittings shall have same or higher pressure rating as pipe.
 - b. Sizes 12 inches and Smaller: Molded and manufactured to requirements of ASTM D3261.
 - c. Sizes Larger than 12 inches: Thermal butt-fused fabricated.
 - d. Unless noted otherwise, provide fittings with a factory fused 4-foot-long spool on each end to facilitate onsite fusion.
- B. Backup Rings:
1. Convolved for Flanged Connections:
 - a. ASTM A240/A240M, Type 316 stainless steel.
 - b. Complete with one-piece, molded polyethylene flange adapters.
 - c. Flanged Connections: Same or greater pressure rating as pipe.
 2. Gaskets: Material, size, and thickness shall be as recommended by gasket manufacturer and in accordance with PPI Technical Note 38. Gasket manufacturer shall provide a table with recommended bolt torque and tightening pattern.
- C. Joints: Thermal butt-fusion or electrofusion, except where connecting to unions, valves, and equipment with flanged or threaded connections that may require future disassembly. Use appropriate transition fitting or adapter for all joints that are not thermal butt-fused or electro-fused.
- D. Bolts, Nuts, and Washers:
1. Bolt Materials: Type 316 stainless steel, ASTM A193/A193M, Grade B8M hex-head, carbide solution treated and strained hardened.
 2. Bolt Fabrication: In accordance with ASME B18.2.1.

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3. Nut Materials: Type 316 stainless steel, ASTM A194/A194M, Grade 8 hex-head.
 4. Nut Fabrication: In accordance with ASME B18.2.2.
 5. Washers: Type 316 stainless steel. Same material as bolts in accordance with ASME B18.21.1.
 6. Thread Lubricant: Provide bolt manufacturer's recommended lubricant on bolt threads, nuts, nut face, and around bolt hole.
 7. Corrosion Resistance: When used in submerged brine water applications, bolts, nuts, and washers shall be coated in polytetrafluoroethylene (PTFE) applied by fastener manufacturer.
- E. Stiffening Inserts: shall not be used for this application.
- F. Wall Anchor/Mid Span Restraint:
1. Material: Same as HDPE pipe.
 2. Internal Diameter: Equal to adjacent pipe.
 3. Shear Strength: Equal to or greater than tensile strength of adjacent pipe.
 4. Fabrication: Butt fusion. Extrusion bead welding is not allowed.
 5. Manufacturers: ISCO Industries
- G. Electrofusion Flex Restraint:
1. Material: HDPE.
 2. Method of Attachment: Electrofusion.
 3. Designed for restraining movement of HDPE pipe.
 4. Manufacturers:
 - a. Central Plastics Company.
 - b. Industrial Pipe Fittings, IPF-Plasson.
- H. Electrofusion Couplings:
1. Material: HDPE.
 2. Method of Attachment: Electrofusion.
 3. Designed for coupling HDPE pipe.
 4. Manufacturers:
 - a. Central Plastics Company.
 - b. ISCO Industries.
- I. Concrete Thrust Blocks: Minimum 3,000 psi concrete mix design per ASTM C94/C94M as directed by Engineer.
- J. Products that restrain HDPE pipe with wedges or clamps are not acceptable.

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2.02 HDD PRODUCTS

- A. The HDD equipment shall be sized properly to complete the installation of the proposed alignment with due considerations of the ground conditions, downhole tools, drilling fluid additives, drilling technologies, size of final product pipe, and length of bore. HDD equipment shall be sized with a pullback capacity not exceeding the pipe tensile strength for this Project. The Subcontractor shall be able to retrieve their equipment without leaving the drill rod in the hole.
- B. Provide and use equipment capable of providing down-hole real-time measurement of borehole fluid pressure during pilot drilling and reaming.

2.03 SERVICE CONDITIONS

- A. Low Pressure Sanitary Sewer.
- B. See Section 01 61 00, Common Product Requirements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
 - 1. Install polyethylene pipe in conformance with AWWA M55, PPI TR-33, ASTM F2620, and pipe manufacturer's recommendations.
 - 2. Follow all requirements of approved Installation Plan where HDPE is to be installed in ambient temperatures less than 50 degrees F, in hot conditions or in windy conditions.
 - 3. Protect and install pipe in accordance with the Temperature Control Plan when contraction of pipe length may cause damage to or pull out from structures.
- B. Joining: Butt-fuse pipes and fittings in accordance with pipe manufacturer's recommendations. Depending on Site conditions, perform butt-fusion joining in or outside of excavated trench.
 - 1. Remove and extract internal fusion bead from pipe.
 - a. Verify complete internal fusion bead removal was performed. Accomplish by examination of extracted internal fusion bead or by means of closed-circuit television (CCTV) examination.

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- b. Extracted Internal Fusion Bead:
 - 1) Appearance shall have same double roll back semblance as external fusion bead.
 - 2) Possess smooth root cut or pipe smoothness and shall be verified by means of closed-circuit television (CCTV) examination.
 - c. Removal of internal bead may include pipe wall mass. However, wall mass that is removed shall not exceed 1/10th of pipe wall thickness.
2. If HDPE pipe surface temperature is above 120 degrees F as measured with infrared temperature gun, allow pipe to cool prior to making any connections to flanges, existing pipeline systems, or structures.
 3. Connect HDPE pipe to auxiliary equipment such as valves, pumps, tanks, and other piping systems with flanged connections as follows:
 - a. Polyethylene flange adapter, thermally butt-fused to end of pipe. Flange “stub ends” are not allowed.
 - b. Convolute backing flange, as specified.
 - c. Bolt and nut of sufficient length to show a minimum of three complete threads when joint is made and tightened to manufacturer’s standard.
 - d. Follow requirements of PPI Technical Note 38 including mandatory 4-hour bolt re-torquing.
 4. Special Precautions at Flanges: Support polyethylene pipe connected to heavy fittings, manholes, and rigid structures in such a manner that no subsequent relative movement between polyethylene pipe at flanged joint and rigid structures is possible.
 5. Minimum Long-Term Field Bending Radius: Restricted to limits recommended by AWWA M55, Table 8-2.
- C. Placement in Trench:
1. Handle joined pipeline in such a manner that pipe is not damaged by dragging it over sharp and cutting objects.
 2. Position slings for handling pipeline away from butt-fused joints.
 3. Remove sections of damaged pipe and replace it with undamaged pipe. Damaged pipe is defined as pipe with kinks or gouges exceeding 10 percent of pipe wall thickness.
 4. Exercise care when lowering pipe into trench to prevent damage or twisting of pipe.
 5. Buried Pipe: Snake pipe from one side of trench to other to allow for thermal and settling movements, and as recommended by pipe manufacturer.
 6. At flanges, valves, and connections, excavate out trench bottom sufficiently to ensure clearance between undisturbed trench bottom and flange, valve, or connection.

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3.02 HDD INSTALLATION

A. Existing Utilities:

1. Confirm locations of all existing underground utilities within the tolerance zone in the areas of Work.
2. HDD Subcontractor / Contractor shall be responsible for any damage to existing piping or utilities during construction.

B. Preparations:

1. Locate positions of entry and exit pits, establish elevation and horizontal datum for bore head control, and lay out pipe assembly area. Entry and exit locations shall be surveyed by experienced survey personnel licensed in the State of Florida prior to the start of directional drilling.
2. Lay out and assemble pipe in manner that does not obstruct adjacent roads, and commercial or residential activities adjacent to construction easements. Elevate pipe over streets as necessary to avoid disruption to traffic.

C. Drilling Pilot Hole:

1. Drill the pilot hole from entrance point to exit point following vertical and horizontal alignment shown on the Subcontractor's submitted bore plan. Subcontractor is responsible for selection and proper use of the steering tools and guidance system based on the known conditions at the site. Loss of control due to interference from known structures and utilities will be corrected at no cost.
2. Alignment shall have no intermediate high points that might trap air in pipe after installation.
3. Radius of curvature of completed pilot hole, as measured along any three drill pipes, shall be greater than that which after pipe installation will result in pipe wall stresses greater than 50 percent of yield stress.
4. The steering tool/guidance system shall have orientation sensors to monitor and record azimuth or bearing and pitch.
5. If pilot hole alignment fails to conform to specified requirements, drill new pilot hole with alignment meeting specified requirements.

D. Reaming Pilot Hole and Pulling Pipe:

1. Prior to pulling pipe, enlarge pilot hole ahead of pipe to diameter sufficient for pulling pipe into position and complete additional passes as necessary. The pilot hole shall be reamed to a diameter, which is, at minimum, 25 percent greater than the outside diameter of the pipe being installed for straight pulls and 50 percent greater for curved or radius pulls or 12 inches larger than the pipe OD (whichever is smaller) using the appropriate tools.

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2. Once pullback operations have commenced, the operation shall continue without interruption until the pipe is completely pulled into the borehole. Except for drilling rod removal, pullback shall not cease, until the pipe is completely pulled into its permanent position.
3. While pulling pipe, monitor pulling force and handle pipe in manner that does not overstress pipe.
4. Limit radius of curvature along length of pipe during installation.
5. A swivel shall be used to connect the pipe pull section to the reaming assembly to minimize torsional stress imposed on the section. If pipe buckles or is otherwise damaged, remove damaged section and replace it with new pipe.
6. Protect exterior of the pipe from damage. The pull section shall be supported as it proceeds during pull back so that it moves freely and the pipe is not damaged.

E. Drilling fluids

1. All drilling fluids, muds or chemical additives used by Subcontractor shall be composed and used in compliance with applicable, local, state, and Federal environmental regulations. Oil-based drilling fluids or fluids containing additives that can contaminate the soil or groundwater are not acceptable.

F. Cleaning Pipe Ends: After pulling pipe, clean exposed ends for installation of fittings.

G. Handling and Disposal of Drilling Mud and Cuttings:

1. Make adequate provisions for handling and containing muddy water, drilling mud, and cuttings during drilling operations. Do not discharge these contaminants into waterways.
2. Construct mud pits at entry and exit points and other supplemental measures in a manner that completely contains mud and prevents its escape.
3. Dispose of all excess drilling fluid and cuttings at licensed landfills or otherwise approved disposal sites.

3.03 FIELD QUALITY CONTROL

A. Joint Butt Fusion:

1. Measure and log each joint fusion by an electronic monitoring device (data logger) affixed to fusion machine. Data to be logged shall include the following and shall be capable of being retrieved electronically:
 - a. Pipe size, dimensions, and wall thickness.
 - b. Machine model and size.
 - c. Operator identification.

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- d. Job identification number.
 - e. Weld number.
 - f. Fusion, heating, and drag pressure settings.
 - g. Heater plate temperature.
 - h. Time stamp showing when weld was performed.
 - i. Heating and curing time of weld.
 - j. Curing temperature readings and time stamps of readings.
 - k. Error messages and warnings for out of range temperature or pressure settings.
2. In addition to logged items above, the following shall be logged or annotated on report:
 - a. Location of joint being fused by pipeline station or by reference to pipe Shop Drawing.
 - b. Ambient temperature, wind speed, precipitation, and humidity.
 - c. If internal bead was removed.
 - d. Environmental actions taken (such as, use of tarps, enclosures, and blankets).
 - e. Type of HDPE and manufacturer.
- B. Joint Weld Inspection:
1. Visually examine each joint in accordance with the guidelines in ASTM F2620. Remove and replace any joints not meeting the standard.
 2. Mechanical Joint Testing:
 - a. Pipe Wall Thickness 1-inch or Less: Test joints in accordance with bend back testing provided in Appendix X4 of ASTM F2620.
 - b. Pipe Wall Thickness Greater than 1-inch: Test joints in accordance with the guided side bend testing in accordance with ASME BPVC, Section IX, Article XXI-XXIV.
 - c. Specimens: Cut pipe 12 inches on each side of field made joint. Rejoin ends and proceed with Work.
 - d. Test Frequency:
 - 1) First 1,000 Linear Feet: Two joints selected at random by Engineer.
 - 2) Each Additional 5,000 Linear Feet: One joint selected at random by Engineer.
 - 3) Each Test Failure: Two additional joints selected at random by Engineer.

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C. Pipeline Hydrostatic Test:

1. General:

- a. Notify Engineer in writing 5 days in advance of testing. Perform testing in presence of Engineer.
- b. Furnish testing equipment and perform tests in manner satisfactory to Engineer. Testing equipment shall provide observable and accurate measurements of initial service leak and allowable make-up water volume under specified conditions.
- c. Test newly installed pipelines.
- d. Isolate new pipelines that are connected to existing pipelines.
- e. Using water as test medium, pipes shall successfully pass a hydrostatic test prior to acceptance.
- f. Conduct field hydrostatic test on buried piping after trench has been completely backfilled. Testing may, as approved by Engineer, be done prior to placement of asphaltic concrete or roadway structural section.
- g. Contractor may, if field conditions permit and as determined by Engineer, partially backfill trench and leave joints open for inspection and conduct initial service leak test. Final field hydrostatic test shall not be conducted until backfilling has been completed as specified above.
- h. Supply of temporary water shall be as stated in Section 01 50 00, Temporary Facilities and Controls.
- i. Dispose of water used in testing in accordance with federal, state, and local requirements.

2. Preparation:

- a. Install temporary thrust blocking or other restraint as necessary to prevent movement of pipe and protect adjacent piping or equipment. Make necessary taps in piping prior to testing.
- b. Wait 5 days minimum after concrete thrust blocking or designed thrust collars are installed to perform pressure tests. If high-early strength cement is used for thrust blocking, wait may be reduced to 2 days.
- c. Prior to test, remove or suitably isolate appurtenant instruments or devices that could be damaged by pressure testing.
- d. New Piping Connected to Existing Piping: Isolate new piping with grooved-end pipe caps, blind flanges, or other means as acceptable to Engineer.

3. Procedure:

- a. Test pressure shall be 150 percent of system operating pressure based on pressure as measured at lowest point in pipeline.
- b. Maximum filling velocity shall not exceed 0.25 feet per second, calculated based on full area of the pipe.

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- c. Expel air from pipe system during filling.
- d. Test procedure shall be in accordance with ASTM F2164.
 - 1) Initial Expansion Phase: Add water as required to maintain test pressure for 4 hours.
 - 2) Test Phase: Reduce pressure by 10 psi and start pressure test.
 - 3) Test is successful if pressure stays within 5 percent of initial value for 1-hour.
- e. If test is not completed because of leakage, equipment failure, or other reasons, depressurize test section and allow it to relax for at least 8 hours before retesting.
- f. If there is leakage, repair defective pipe section and repeat hydrostatic test.

3.04 MANUFACTURER'S SERVICES

- A. Provide pipe manufacturer's representative at Site for assistance during pipe joining operations and pipe installation.

END OF SECTION

**SECTION 33 05 13
MANHOLES**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards that may be referenced in this section:
1. American Association of State Highway and Transportation Officials (AASHTO): M198, Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
 2. ASTM International (ASTM):
 - a. A36/A36M, Standard Specification for Carbon Structural Steel.
 - b. A48/A48M, Standard Specification for Gray Iron Castings.
 - c. A123/A123M, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - d. A536, Standard Specification for Ductile Iron Castings.
 - e. A615/A615M, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - f. B139/B139M, Standard Specification for Phosphor Bronze Rod, Bar, and Shapes.
 - g. C14, Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
 - h. C31/C31M, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - i. C39/C39M, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - j. C150/C150M, Standard Specification for Portland Cement.
 - k. C192/C192M, Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
 - l. C387/C387M, Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
 - m. C443, Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets.
 - n. C478, Standard Specification for Precast Reinforced Concrete Manhole Sections.
 - o. C923, Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
 - p. C990, Standard Specification for Joints in Concrete Pipe, Manholes, and Precast Box Sections using Preformed Flexible Joint Sealants.
 - q. C1311, Standard Specification for Solvent Release Sealants.

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- r. C1244, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill.
- s. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
- t. D4101, Standard Specification for Propylene Injection and Extrusion Materials.
- u. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- v. F594, Standard Specification for Stainless Steel Nuts.

1.02 SUBMITTALS

A. Action Submittals:

- 1. Shop Drawings including details of construction, reinforcing and joints, anchors, lifting, erection inserts, and other items cast into members.
- 2. Product Data:
 - a. Concrete mix design.
 - b. Manhole frame to structure seals.
 - c. Manhole frame to structure anchor bolt.
 - d. Rubber gaskets and sealants.

B. Informational Submittals:

- 1. Experience Record:
 - a. Precast concrete production capabilities.
 - b. Evidence of current PCI plant certification.
- 2. Certificate of Compliance: Certify admixtures and concrete do not contain calcium chloride.
- 3. Manufacturer's recommended installation instructions.
- 4. Field quality control report.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications:

- 1. Precast Concrete and Precast Prestressed Concrete: Product of manufacturer with 3 years' experience producing precast concrete products of quality specified.
- 2. Precast Plant: PCI certified plant with current certification.

PART 2 PRODUCTS

2.01 GENERAL

A. Materials of Construction and Service Conditions:

1. Screws, Bolts, or Nuts: Type 304 stainless steel conforming to ASTM F593 and ASTM F594.
2. Gaskets: Internal and external seals shall be made of materials that have been proven to be resistant to the following exposures and conditions:
 - a. Sanitary sewage.
 - b. Corrosion or rotting under wet or dry conditions.
 - c. Gaseous environment in sanitary sewers and at road surfaces including common levels of ozone, carbon monoxide, and other trace gases at installation site.
 - d. Biological environment in soils and sanitary sewers.
 - e. Chemical attack by road salts, road oil, and common street spillages or solvents used in street construction or maintenance.
 - f. Temperature ranges, variations, and gradients in construction area.
 - g. Variations in moisture conditions and humidity.
 - h. Fatigue failure caused by a minimum of 30 freeze-thaw cycles per year.
 - i. Vibrations because of traffic loading.
 - j. Fatigue failure because of repeated variations of tensile, compressive and shear stresses, and repeated elongation and compression. Material shall remain flexible allowing repeated movement.
3. Materials shall be compatible with each other and manhole materials.
4. Designed to provide a 20-year service life.

B. Structures shall meet requirements of ASTM C478, this specification and the following:

1. Concrete:
 - a. Cement: Meet requirements of ASTM C150/C150M.
 - b. Compressive Strength:
 - 1) Minimum 4,000 psi.
 - 2) Minimum strength shall be confirmed at 7 days by making two standard cylinders per manhole for testing.
 - c. Concrete mix design shall include Xypex C-500 or C-1000 of 2 to 3 percent or based upon mix design at dosage recommended by manufacturer for installation.
 - d. Pink dye to indicate that the concrete mix / manhole contains the Xypex admixture.
2. Reinforcement: Grade 60, unless otherwise specified.

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3. Ring: Custom made with openings to meet indicated pipe alignment conditions and invert elevations.
4. Joint:
 - a. Form joint contact services with machined castings.
 - b. Surfaces shall be parallel with nominal 1/16-inch clearing and tongue equipped with recess for installation of Tylox-Super Seal gasket.
5. Gasket: Meet requirements of ASTM C443.
6. Surfaces: Interior and exterior surfaces shall have smooth hard finish and shall be free from cracks, chips, and spalls.

2.02 PRECAST MANHOLES

A. Riser Sections:

1. Fabricate in accordance with ASTM C478.
2. Diameter: Minimum 48 inches.
3. Wall Thickness: Minimum 4 inches or 1/12 times inside diameter, whichever is greater.
4. Top and bottom surfaces shall be parallel.
5. Joints: Tongue-and-groove and confined Tylox-Super Seal gaskets meeting ASTM C443.

B. Cone Sections:

1. Concentric. Eccentric and flat top sections will be allowed only with the approval of the Owner/Owner's Representative.
2. Same wall thickness and reinforcement as riser section.
3. Top and bottom surfaces shall be parallel.

C. Base Sections and Base Slab:

1. Base slab integral with sidewalls.
2. Fabricate in accordance with ASTM C478.

D. Manhole Extensions:

1. Concrete grade rings; maximum 6 inches high.
2. Fabricate in accordance with ASTM C478.

E. Joint Seal Manufacturers and Products:

1. Confined Plastic or Rubber profile Gasket:
 - a. Meet requirements of ASTM C443.
 - b. Hamilton Kent, Sparks, NV; Tylox Super Seal pre-lubricated gasket.

2.03 MANHOLE FRAMES AND COVER

A. Castings:

1. Tough, close-grained gray iron, sound, smooth, clean, free from blisters, blowholes, shrinkage, cold shuts, and defects.
2. Cast Iron: ASTM A48/A48M Class 30B.
3. Ductile Iron: ASTM A536, Grade 60-40-12.
4. Plane or grind bearing surfaces to ensure flat, true surfaces.

B. Cover: Owner's Standard. True and seat within ring at all points. With the word SEWER in 2-inch raised letters.

2.04 MANHOLE FRAME CONNECTION TO STRUCTURE

A. Butyl Sealant:

1. Conform to ASTM C1311, or AASHTO M198 and ASTM C990.
2. Trowelable or cartridge applied.
3. Manufacturers and Products:
 - a. Tremco Commercial Sealants and Waterproofing, Beachwood, OH; Tremco Butyl Sealant.
 - b. Bostik, Middleton, MA; Chem-Calk 300.
 - c. Press-Seal Gasket Company, Fort Wayne, IN; EZ-Stik #3.

B. Internal Wrap or Sealing Membrane:

1. Meet requirements of ASTM C923.
2. Minimum internal thickness of 3/16-inch or as recommended by manufacturer for installation climate.
3. Designed for application and have a demonstrated history of accommodating differential expansion between frame and concrete.
4. Width: Minimum 8 inches.
5. Expansive type wraps shall be fabricated of high quality rubber or urethane.
6. Bands: If required, constructed of minimum 16-gauge sheet if channeled, or 5/16-inch diameter if round.
7. Wrap shall not restrict access to manhole.
8. Manufacturers and Products:
 - a. Sealing Systems, Inc., Loretto, MN; Flex-Seal Utility Sealant.
 - b. Trelleborg Engineered Systems, Milford, NH; NPC Flexrib Frame-Chimney Seals.
 - c. Cretex Specialty Products, Waukesha, WI; Internal Manhole Chimney Seal.

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C. Frame to Structure Anchor Bolts:

1. 3/4-inch-diameter HAS stainless steel bolts; minimum 6-5/8-inch embedment. Manufacturer and Product: Hilti; HVA Capsules Adhesive Anchoring System.

2.05 MORTAR

- A. Standard premixed in accordance with ASTM C387/C387M, or proportion one part Portland cement to two parts clean, well-graded sand that will pass a 1/8-inch screen.
- B. Admixtures: May be included; do not exceed the following percentages of weight of cement:
1. Hydrated Lime: 10 percent.
 2. Diatomaceous Earth or Other Inert Material: 5 percent.
- C. Mix Consistency:
1. Tongue-and-Groove Type Joint: Such that mortar will readily adhere to pipe.
 2. Confined Groove (Keylock) Joint: Such that excess mortar will be forced out of groove and support is not provided for section being placed.

PART 3 EXECUTION

3.01 GENERAL

- A. Prior to installation inspect materials:
1. Sections not meeting requirements of this specification or that are determined to have defects which may affect durability of structure are subject to rejection.
 2. Sections damaged after delivery will be rejected and if already installed shall be repaired to satisfaction of Owner and Engineer.
 3. Remove and replace structure that cannot be repaired.
- B. If needed, dewater excavation during construction and testing operations.

3.02 EXCAVATION AND BACKFILL

- A. Excavation: As specified in Section 31 23 16, Excavation.

- B. Backfill:
 - 1. Outside of Pavement: Backfill around structure with earth fill to lines and grades shown; allow for topsoil thickness where shown. Place in 8-inch thick maximum lifts. Compact each lift to 92 percent relative compaction as determined in accordance with ASTM D698.
 - 2. Within Pavement: Backfill around structure with No. 57 stone aggregate. Place in 12-inch lifts and compact.

3.03 INSTALLATION OF PRECAST MANHOLES

- A. Concrete Base:
 - 1. Precast:
 - a. Place on compacted structural fill.
 - b. Properly locate, ensure firm bearing throughout, and plumb first section.
 - 2. Cast-in-Place:
 - a. Invert: Minimum 8 inches below lowest connecting pipe.
 - b. First section of manhole shall be cast in concrete base.
- B. Sections:
 - 1. Inspect precast manhole sections to be joined.
 - 2. Clean ends of sections to be joined.
 - 3. Do not use sections with chips or cracks in tongue.
- C. Preformed Plastic Gaskets or Rubber O-Ring:
 - 1. Use only pipe primer furnished by gasket manufacturer.
 - 2. Install gasket material in accordance with manufacturer's instructions.
 - 3. Completed Manhole: Rigid and watertight.
- D. Extensions:
 - 1. Provide on manholes in streets or other locations where change in existing grade may be likely.
 - 2. Install to height not exceeding 12 inches.
 - 3. Lay grade rings in mortar with sides plumb and tops level.
 - 4. Seal joints with mortar as specified for sections and make watertight.

3.04 MANHOLE FRAMES AND COVERS

- A. Install concrete grade rings as required to set covers flush with surface of adjoining pavement or ground surface, unless otherwise shown or directed.
- B. Set frames in three equally spaced beads of butyl sealant that run full circumference of frame.

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- C. Anchor frame to manhole with specified bolts.
- D. Install exterior or interior manhole frame to structure seals in accordance with manufacturer's instructions. Seal shall cover grade rings.

3.05 MANHOLE PIPING

- A. Flexible Joints:
 - 1. Provide in pipe not more than 1-1/2 feet from manhole walls.
 - 2. Where last joint of pipe is between 1-1/2 feet and 6 feet from manhole wall, provide flexible joint in manhole wall.

END OF SECTION

SECTION 40 27 02
PROCESS VALVES AND OPERATORS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Society of Sanitary Engineers (ASSE): 1011, Performance Requirements for Hose Connection Vacuum Breakers.
 2. American Water Works Association (AWWA):
 - a. C111/A21.11, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - b. C500, Metal-Seated Gate Valves for Water Supply Service.
 - c. C504, Rubber-Seated Butterfly Valves, 3 In. (75 mm) Through 72 In. (1,800 mm).
 - d. C508, Swing-Check Valves for Waterworks Service, 2-In. Through 24-In. (50-mm Through 600-mm) NPS.
 - e. C509, Resilient-Seated Gate Valves for Water Supply Service.
 - f. C510, Double Check Valve Backflow Prevention Assembly.
 - g. C511, Reduced-Pressure Principle Backflow Prevention Assembly.
 - h. C512, Air-Release, Air/Vacuum, and Combination Air Valves for Waterworks Service.
 - i. C515, Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
 - j. C541, Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
 - k. C550, Protective Interior Coatings for Valves and Hydrants.
 - l. C606, Grooved and Shouldered Joints.
 - m. C800, Underground Service Line Valves and Fittings.
 3. ASTM International (ASTM):
 - a. A276, Standard Specification for Stainless Steel Bars and Shapes.
 - b. A351/A351M, Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
 - c. A380, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.
 - d. A564/A564M, Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
 - e. B61, Standard Specification for Steam or Valve Bronze Castings.
 - f. B62, Standard Specification for Composition Bronze or Ounce Metal Castings.
 - g. B98/B98M, Standard Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.

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- h. B127, Standard Specification for Nickel-Copper Alloy (UNS N04400) Plate, Sheet, and Strip.
 - i. B139/B139, Standard Specification for Phosphor Bronze Rod, Bar and Shapes.
 - j. B164, Standard Specification for Nickel-Copper Alloy Rod, Bar, and Wire.
 - k. B194, Standard Specification for Copper-Beryllium Alloy Plate, Sheet, Strip, and Rolled Bar.
 - l. B584, Standard Specification for Copper Alloy Sand Castings for General Applications.
 - m. D429, Standard Test Methods for Rubber Property-Adhesion to Rigid Substrates.
 - n. D1784, Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
- 4. FM Global (FM).
 - 5. Food and Drug Administration (FDA).
 - 6. International Association of Plumbing and Mechanical Officials (IAPMO).
 - 7. Manufacturers Standardization Society (MSS):
 - a. SP-80, Bronze Gate, Globe, Angle, and Check Valves.
 - b. SP-81, Stainless Steel, Bonnetless, Flanged Knife Gate Valves.
 - c. SP-85, Gray Iron Globe and Angle Valves, Flanged and Threaded Ends.
 - d. SP-88, Diaphragm Valves.
 - e. SP-110, Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.
 - 8. National Electrical Manufacturers Association (NEMA): 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
 - 9. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components - Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components - Lead Content.
 - 10. UL.
 - 11. USC Foundation for Cross-Connection Control and Hydraulic Research.

1.02 SUBMITTALS

A. Action Submittals:

- 1. Shop Drawings:
 - a. Product data sheets for each make and model. Indicate valve Type Number, applicable Tag Number, and facility name/number or service where used.
 - b. Complete catalog information, descriptive literature, specifications, and identification of materials of construction.

- B. Informational Submittals: Manufacturer's Certificate of Compliance, in accordance with Section 01 61 00, Common Product Requirements, for: Butterfly valves; full compliance with AWWA C504.

PART 2 PRODUCTS

2.01 GENERAL

- A. Valves to include operator, actuator, handwheel, chain wheel, extension stem, floor stand, operating nut, chain, wrench, and accessories to allow a complete operation from the intended operating level.
- B. Valve to be suitable for intended service. Renewable parts not to be of a lower quality than specified.
- C. Valve same size as adjoining pipe, unless otherwise called out on the Drawings or in Supplements.
- D. Valve ends to suit adjacent piping.
- E. Resilient seated valves shall have no leakage (drip-tight) in either direction at valve rated design pressure. All other valves shall have no leakage (drip-tight) in either direction at valve rated design pressure, unless otherwise allowed for in this section or in stated valve standard.
- F. Size operators and actuators to operate valve for full range of pressures and velocities.
- G. Valve to open by turning counterclockwise, unless otherwise specified.
- H. Factory mount operator, actuator, and accessories.
- I. Components and Materials in Contact with Water for Human Consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.
 - 1. Use or reuse of components and materials without a traceable certification is prohibited.

2.02 SCHEDULE

- A. Additional requirements relative to this section are shown on Self-Regulated Valve Schedule located at the end of this section.

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2.03 MATERIALS

- A. Bronze and brass valve components and accessories that have surfaces in contact with water to be alloys containing less than 16 percent zinc and 2 percent aluminum.
 - 1. Approved alloys are of the following ASTM designations: B61, B62, B98/B98M (Alloy UNS No. C65100, C65500, or C66100), B139/B139M (Alloy UNS No. C51000), B584 (Alloy UNS No. C90300 or C94700), B164, B194, and B127.
 - 2. Stainless steel Alloy 18-8 may be substituted for bronze.
- B. Valve materials in contact with or intended for drinking water service to meet the following requirements:
 - 1. Materials to comply with requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements.
 - 2. Coatings materials to be formulated from materials deemed acceptable to NSF/ANSI 61.

2.04 FACTORY FINISHING

- A. General:
 - 1. Interior coatings for valves and hydrants shall be in accordance with AWWA C550, unless otherwise specified.
 - 2. Material in contact with potable water shall conform to NSF/ANSI 61.
 - 3. Exposed safety isolation valves and lockout valves with handles, handwheels, or chain wheels shall be “safety yellow.”
- B. Where epoxy lining and coating are specified, factory finishing shall be as follows:
 - 1. In accordance with AWWA C550.
 - 2. Either two-part liquid material or heat-activated (fusion) material except only heat-activated material if specified as “fusion” or “fusion bonded” epoxy.
 - 3. Minimum 7-mil dry film thickness except where limited by valve operating tolerances.

2.05 VALVES

A. Ball Valves:

1. Type V306 Stainless Steel Ball Valve 2 inches and Smaller:
 - a. Two-piece, full port, ASTM A276 GR 316 or ASTM A351/A351M GR CF8M stainless steel body and end piece, NPT threaded ends, ASTM A276 Type 316 stainless steel ball, reinforced PTFE seats, seals, and packing, adjustable packing gland, blowout proof stainless steel stem, stainless steel lever operator with vinyl grip, rated 1,000 psig CWP, complies with MSS SP-110.
 - b. Manufacturers and Products:
 - 1) Conbraco Apollo; 76F-100 Series.
 - 2) Nibco; T-585-S6-R-66-LL.

B. Plug Valves:

1. Type V405 Eccentric Plug Valve 3 inches to 12 inches:
 - a. Nonlubricated type rated 175 psig CWP, drip-tight shutoff with pressure from either direction, cast-iron body, exposed service flanged ends per ASME B16.1 or grooved ends in accordance with AWWA C606 for rigid joints, buried service mechanical joint ends, unless otherwise shown.
 - b. Plug cast iron with round or rectangular port of no less than 80 percent of connecting pipe area and coated with Buna-N, seats welded nickel, stem bearings lubricated stainless steel or bronze, stem seal multiple V-rings, or U-cups with O-rings of nitrile rubber, grit seals on both upper and lower bearings.
 - c. For buried service, provide external epoxy coating.
 - d. Operators:
 - 1) 3-inch to 4-inch Valves: Wrench lever manual.
 - 2) 6-inch to 12-inch Valves: Totally enclosed, geared, manual operator with handwheel, 2-inch nut or chain wheel. Size operator for 1.5 times maximum operating shutoff pressure differential for direct and reverse pressure, whichever is higher. For buried service, provide completely sealed operator filled with heavy lubricant and 2-inch nut.
 - e. Manufacturers and Products:
 - 1) Pratt; Ballcentric.
 - 2) DeZurik; Style PEC.
 - 3) Milliken; Millcentric Series 600.

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C. Check and Flap Valves:

1. Type V632 Ball Check Valve 1-inch and Larger:
 - a. Cast iron body with epoxy coating or bronze body.
 - b. Suitable for wastewater service.
 - c. Threaded female x female connection.
 - d. Rated 150-pound working pressure.
 - e. Suitable for vertical up or horizontal flow.
 - f. Bolted or threaded access cover.
 - g. Manufacturers and Products:
 - 1) Flomatic Corp.508.
 - 2) Golden Anderson, 240-t.

D. Self-Regulated Automatic Valves:

1. Type V757 Sewage Rolling Seal Combination Air Valve 2 inches to 8 inches:
 - a. Designed for sewage service, uses rolling seal to allow smaller and larger amounts of air to automatically exhaust under pressure and air to enter when a vacuum occurs in a single valve body. Body designed to allow sewage solids to flow out of valve.
 - b. Stainless steel funnel shaped body with ASME B16.1 Class 150 flanged inlet and access flanges, reinforced nylon combination air and vacuum valve assembly and polypropylene discharge elbow, 250-psi working pressure, all-bronze drain/flush valve, flushing connection.
 - c. Foamed polypropylene float, EPDM rubber rolling seal mechanism with reinforced nylon plug, plug cover, and clamping stem, Buna-N O-ring.
 - d. Manufacturer and Product: ARI Valves; D-020.

2.06 OPERATORS AND ACTUATORS

A. Manual Operators:

1. General:
 - a. For AWWA valves, operator force not to exceed requirements of applicable valve standard. Provide gear reduction operator when force exceeds requirements.
 - b. For non-AWWA valves, operator force not to exceed applicable industry standard or 80 pounds, whichever is less, under operating condition, including initial breakaway. Provide gear reduction operator when force exceeds requirements.
 - c. Operator self-locking type or equipped with self-locking device.
 - d. Position indicator on quarter-turn valves.

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- e. Worm and gear operators one-piece design, worm-gears of gear bronze material. Worm of hardened alloy steel with thread ground and polished. Traveling nut type operator's threaded steel reach rod with internally threaded bronze or ductile iron nut.
- 2. Buried Operator:
 - a. Buried service operators on valves larger than 2-1/2 inches shall have a 2-inch AWWA operating nut. Buried operators on valves 2 inches and smaller shall have cross handle for operation by forked key. Enclose moving parts of valve and operator in housing to prevent contact with the soil.
 - b. Buried service operators to be grease packed and gasketed to withstand submersion in water to 20 feet minimum.
 - c. Buried valves shall have extension stems, bonnets, and valve boxes.

2.07 ACCESSORIES

- A. Extension Bonnet for Valve Operator: Complete with enclosed stem, extension, support brackets, and accessories for valve and operator.
 - 1. Manufacturers and Products:
 - a. Pratt.
 - b. DeZurik.
- B. Cast-Iron Valve Box: Designed for traffic loads, sliding type, with minimum of 5-1/4-inch ID shaft.
 - 1. Box: Cast iron with minimum depth of 9 inches.
 - 2. Lid: Cast iron, minimum depth 3 inches, locking type, marked SEWER.
 - 3. Extensions: Cast iron.
 - 4. Two-piece box and lid for valves 4 inches through 12 inches, three-piece box and lid for valves larger than 12 inches with base sized for valve.
 - 5. Valve extension stem for valves with operating nuts 3 feet or greater below finish grade.
 - 6. Manufacturers and Products:
 - a. East Jordan Iron Works; Cast-Iron Valve Boxes.
 - b. Bingham & Taylor; Cast-Iron Valve Boxes.

2.08 SOURCE QUALITY CONTROL

- A. Valves shall be hydrostatically shop pressure tested at 1,725 kPa (25 psi) first by applying the hydrostatic test pressure with the valve in the open position and then with the valve in the closed position. Valves failing to be tight and secure under the test pressure shall be rejected for pressure sewer installations.

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PART 3 EXECUTION

3.01 INSTALLATION

A. Flange Ends:

1. Flanged valve bolt holes shall straddle vertical centerline of pipe.
2. Clean flanged faces, insert gasket and bolts, and tighten nuts progressively and uniformly.

B. Screwed Ends:

1. Clean threads by wire brushing or swabbing.
2. Apply joint compound.

C. Valve Installation and Orientation:

1. General:

- a. Install valves so handles operate from fully open to fully closed without encountering obstructions.
- b. Install valves in location for easy access for routine operation and maintenance.
- c. Install valves per manufacturer's recommendations.

2. Gate, Globe, and Ball Valves:

- a. Install operating stem vertical when valve is installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above finished floor, unless otherwise shown.
- b. Install operating stem horizontal in horizontal runs of pipe having centerline elevations greater than 4 feet 6 inches above finish floor, unless otherwise shown.

3. Eccentric Plug Valves:

- a. Unless otherwise restricted or shown on the Drawings, install valve as follows:
 - 1) Liquids with suspended solids service with horizontal flow: Install valve with stem in horizontal position with plug up when valve is open. Install valve with seat end upstream (flow to produce unseating pressure).
 - 2) Liquids with suspended solids service with vertical flow: Install valve with seat in highest portion of valve (seat up).
 - 3) Clean Liquids and Gas Service: Install valve with seat end downstream of higher pressure when valve is closed (higher pressure forces plug into seat).

4. Check Valves:

- a. Install valve in accordance with manufacturer's instructions and provide required distance from immediate upstream fitting.
- b. Install valve in vertical flow (up) piping only for gas services.
- c. Install swing check valve with shaft in horizontal position.

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- d. Install double disc swing check valve to be perpendicular to flow pattern when discs are open.
- D. Install line size ball valve and union upstream of each solenoid valve, in-line flow switch, or other in-line electrical device, excluding magnetic flowmeters, for isolation during maintenance.
- E. Locate valve to provide accessibility for control and maintenance. Install access doors in finished walls and plaster ceilings for valve access.
- F. Extension Stem for Operator: Where depth of valve operating nut is 3 feet or greater below finish grade, furnish operating extension stem with 2-inch operating nut to bring operating nut to a point within 6 inches of finish grade.

3.02 TESTS AND INSPECTION

- A. Valve may be either tested while testing pipelines, or as a separate step.
- B. Test that valves open and close smoothly under operating pressure conditions. Test that two-way valves open and close smoothly under operating pressure conditions from both directions.
- C. Inspect air and vacuum valves as pipe is being filled to verify venting and seating is fully functional.
- D. Count and record number of turns to open and close valve; account for discrepancies with manufacturer's data.
- E. Set, verify, and record set pressures for relief and regulating valves.
- F. Automatic valves to be tested in conjunction with control system testing. Set opening and closing speeds, limit switches, as required or recommended by Engineer.
- G. Test hydrostatic relief valve seating; record leakage. Adjust and retest to maximum leakage of 0.1 gpm per foot of seat periphery.

END OF SECTION

**SECTION 40 80 01
PROCESS PIPING LEAKAGE TESTING**

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Testing Plan:
 - a. Submit prior to testing and include at least the information that follows.
 - 1) Testing dates.
 - 2) Piping systems and section(s) to be tested.
 - 3) Test type.
 - 4) Method of isolation.
 - 5) Calculation of maximum allowable leakage for piping section(s) to be tested.
2. Certifications of Calibration: Testing equipment.
3. Certified Test Report.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PREPARATION

A. Notify Engineer in writing 5 days in advance of testing. Perform testing in presence of Engineer.

B. Pressure Piping:

1. Install temporary thrust blocking or other restraint as necessary to protect adjacent piping or equipment and make taps in piping prior to testing.
2. Wait 5 days minimum after concrete thrust blocking is installed to perform pressure tests. If high-early strength cement is used for thrust blocking, wait may be reduced to 2 days.
3. Prior to test, remove or suitably isolate appurtenant instruments or devices that could be damaged by pressure testing.
4. New Piping Connected to Existing Piping:
 - a. Isolate new piping with grooved-end pipe caps, spectacle blinds, blind flanges, or as acceptable to Engineer.
 - b. Test joint between new piping and existing piping by methods that do not place entire existing system under test load, as approved by Engineer.
5. Test Pressure: 150 psi, or as specified by equipment manufacturer.

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- C. Test section may be filled with water and allowed to stand under low pressure prior to testing.
- D. Gravity Piping:
 - 1. Perform testing after service connections, manholes, and backfilling have been completed between stations to be tested.
 - 2. Determine groundwater level at time of testing by exploratory holes or other method acceptable to Engineer.
 - 3. Pipe 42 inches Diameter and Larger: Joint testing device may be used to isolate and test individual joints.

3.02 HYDROSTATIC TEST FOR PRESSURE PIPING

- A. Fluid: Clean water of such quality to prevent corrosion of materials in piping system.
- B. Buried Piping:
 - 1. Test after backfilling has been completed.
 - 2. Expel air from piping system during filling.
 - 3. Apply and maintain specified test pressure with hydraulic force pump. Valve off piping system when test pressure is reached.
 - 4. Maintain hydrostatic test pressure continuously for 2 hours minimum, reopening isolation valve only as necessary to restore test pressure.
 - 5. Determine actual leakage by measuring quantity of water necessary to maintain specified test pressure for duration of test.
 - 6. Maximum Allowable Leakage:

$$L = \frac{SD(P)^{1/2}}{148,000}$$

where:

- L = Allowable leakage, in gallons per hour.
- S = Length of pipe tested, in feet.
- D = Nominal diameter of pipe, in inches.
- P = Test pressure during leakage test, in pounds per square inch.

- 7. Correct leakage greater than allowable, and retest as specified.

3.03 FIELD QUALITY CONTROL

A. Test Report Documentation:

1. Test date.
2. Description and identification of piping tested.
3. Test fluid.
4. Test pressure.
5. Remarks, including:
 - a. Leaks (type, location).
 - b. Repair/replacement performed to remedy excessive leakage.
6. Signed by Contractor and Engineer to represent that test has been satisfactorily completed.

END OF SECTION

DRAWINGS

(BOUND SEPARATELY)
