



City of Havelock
Havelock, North Carolina

Project Manual

McCotter Canal Utility Access Stabilization

Hazen Project No. 30906-004

October 2018

Issued for Bid

Hazen and Sawyer
4011 WestChase Blvd., Suite 500
Raleigh, NC 27607
NC License No. C-0381

Hazen

Matthew Jones, PhD, PE
Senior Associate



Project Manual

McCotter Canal Utility Access Stabilization

Havelock, North Carolina

Prepared for:
City of Havelock, North Carolina

Prepared by:
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Raleigh, North Carolina 27607
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NC Engineering License # C-0381

Hazen Job No.:
30906-004

Date:
October 2018

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**FINAL SPECIFICATIONS
ISSUED FOR BID**

CITY OF HAVELOCK, NORTH CAROLINA
McCOTTER CANAL UTILITY ACCESS STABILIZATION

SECTION 00003

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-END OF SECTION-

SECTION 00009

INVITATION FOR BIDS

BY THE CITY OF HAVELOCK, N.C. FOR THE
McCOTTER CANAL UTILITY ACCESS STABILIZATION

The City of Havelock will open sealed Bids at 10:35 a.m., local time, on November 9, 2018 at City Hall located at One Governmental Ave. Havelock, NC 28532 for the following Project:

Construction of the McCotter Canal Utility Access Stabilization.

Each Bidder must show evidence that it is licensed under Chapter 87 of the N.C. General Statutes.

The Board of Commissioners of the City of Havelock reserves the right to reject any or all proposals.

Copies of the Contract Documents may be obtained in electronic form via emailed request to LTillman@havelocknc.us and cc MJones@hazenandsawyer.com

Address Bids to: Lee Tillman, Director of Finance
City of Havelock
P.O. Box 368
1 Governmental Ave.
Havelock, NC 28532
Fax 252-447-0126
Email: Ltillman@havelocknc.us

DATE: October 15, 2018

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SECTION 00010

NOTICE TO BIDDERS

CITY OF HAVELOCK, NORTH CAROLINA

MCCOTTER CANAL UTILITY ACCESS STABILIZATION

Sealed Bids will be received by the City of Havelock, hereinafter called the OWNER, in the Auditorium of City Hall, One Governmental Ave. Havelock, NC 28532 until 10:35 a.m. local prevailing time on November 9, 2018.

SINGLE PRIME CONTRACT: Includes furnishing and installing facilities as described under in the Contract Documents.

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

Each Bid must be made on the blank forms provided in the bound copies of the CONTRACT DOCUMENTS and must be enclosed in a sealed envelope and addressed to the Finance Director, City of Havelock, One Governmental Ave. Havelock, NC 28532. The name and address and the NC Contractor's License Number of the Bidder must be plainly written on the outside of the envelope, and the envelope marked "Proposal for McCotter Canal Utility Access Stabilization." No Bid shall be considered or accepted by the Owner unless at the time of its filing the same shall be accompanied by a deposit of cash, or a cashier's or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount equal to not less than five percent (5%) of the Proposal. In lieu of making the deposit as above provided, such Bidder may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds; conditioned that the surety will upon demand forthwith make the payment to the City of Havelock upon said Bond if the Bidder fails to execute the Contract in accordance with the Bid Bond. If upon acceptance of his Bid, a Bidder fails to enter into a Contract with the City of Havelock, the Bid deposit shall be forfeited to and become the property of the Owner. No Bidder may withdraw his Bid within 60 days after the date of Bid opening.

A separate performance bond and payment bond each in an amount equal to one hundred percent (100%) of the Contract price will be required. Carriers must be authorized to do business in North Carolina.

Bidders must conform with the provisions of the North Carolina Contractor's Licensing Act of 1925, as amended.

The Owner reserves the right to reject any Proposal for failure to comply with all requirements of this Notice or of any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The Owner further reserves the right to reject any and all Proposals or to Award the contract which in its judgment is in the best interest of the Owner.

Copies of the Contract Documents may be obtained in electronic form via emailed request to LTillman@havelocknc.us and cc MJones@hazenandsawyer.com

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

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin, and so certify with the form included in the Proposal.

City of Havelock, North Carolina (OWNER)

Dated: October 15, 2018

- END OF SECTION -

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE Document 1910-8 (1996 edition) shall have the meanings assigned to them in the General Conditions as modified, changed, added to or deleted by the Supplementary Conditions.

2. QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder shall submit with his Proposal satisfactory proof of his qualifications to perform in a satisfactory manner and within the time specified in the Proposal, all of the work covered by the Contract Documents. Bidder shall submit, among other items, information and evidence with respect to the following:

- 2.1 That he has a well-trained and competent organization which has done work of similar character and value;
- 2.2 That he will have availability to do the work at the proper time or times, adequate equipment and facilities listing such equipment and facilities in such detail that they can be quickly and accurately checked;
- 2.3 That he has ample repair parts and supplies to maintain all equipment and facilities properly and with a minimum of delay;
- 2.4 If the Bidder is a corporation, the names of all corporate officers and the name of the executive who will give his personal attention to the work;
- 2.5 The Contractor shall perform work amounting to at least 50% of the Contract, using **his own personnel and equipment (owned or rented)**. No portion of the Contract shall be sublet, assigned, or otherwise disposed of without with the expressed written consent of the Owner. **If the Contractor fails to demonstrate to the Owner in its Bid submittal information that he has the ability to perform the specified percentage of the Work with his own personnel and equipment, his Bid may be considered non-responsive.** The Contractor shall submit with its Bid, data supporting its ability to comply with this requirement.

Forms for submitting data and information relating to the financial responsibility of the Bidder are attached to the Proposal form and Bidders are requested to use such forms for the purpose intended. All information will be kept strictly confidential and used in determining whether the Bidder is qualified to do work set forth in the Contract Documents.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting his Bid, each Bidder must:
 - 3.1.1 examine the Contract Documents thoroughly;
 - 3.1.2 visit the site to familiarize himself with local conditions that may in any manner affect performance of the work;
 - 3.1.3 familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work;
 - 3.1.4 carefully correlate his observations with the requirements of the Contract Documents; and
 - 3.1.5 notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.
 - 3.1.6 the site shall be inspected only in the company of an authorized representative of the Owner with appointments made through the City of Havelock.
- 3.2 Before submitting his Bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid Price for performance of the work within the terms of the Contract Documents.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3.
- 3.4 Complete sets of Bid Documents can be obtained as stated in the Invitation to Bid. Complete sets of Bid Documents shall be used in preparing bids and all Bidders shall be plan holders on record with the Owner.

4. INTERPRETATION

- 4.1 For questions in regards to the Contract Documents, the City requires and only responds to questions submitted in writing and sent via email to LTillman@havelocknc.us and cc MJones@hazenandsawyer.com. Replies will be issued by Addenda, emailed or delivered to all parties recorded by the Owner as having received the bidding documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2 Addenda, when issued, will be on file at the offices of the Owner and Engineer at least twenty-four (24) hours before Bids are opened. **It shall be the Bidder's responsibility to make inquiry as to the Addenda issued.** All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. BID SECURITY

Each Bid must be accompanied by a Bid security which shall not be less than five (5%) percent of the Bid amount. The required security must be in the form of cash, a certified or bank cashier's check on some bank or trust company insured by the Federal Deposit Insurance Corporation made payable to Owner, or a Bid Bond issued by a surety licensed to conduct business in the state where the Project is located. The Bid security of the successful Bidder will be retained until he has executed the Contract and furnished the required Contract security, whereupon it will be returned; if he fails to execute and deliver the Contract and furnish the required Contract security within fifteen (15) calendar days of the Notice to Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of any other Bidder whom Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of (1) the seventh day after the executed Contract is delivered by the Owner to Contractor and the required Contract security is furnished or (2) the sixty-first day after Bid opening. Bid security of other Bidders will be returned within ten (10) days of the Bid opening.

6. CONTRACT TIME

The number of days for completion of the work (the Contract Time) is set forth in the Contract. The Contractor shall commence work on the date specified in the Notice to Proceed, and he shall complete the work within the stipulated Contract time.

7. SUBCONTRACTORS

7.1 The apparent low Bidder and any other Bidder so requested shall within thirty (30) days after the Bid opening submit to the Owner an experience statement with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, person or organization who will furnish labor or materials including the names of equipment manufacturers. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, he may before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid Price. Any Subcontractor, other person or organization so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer. This does not remove responsibilities for said Subcontractor, supplier, etc., to comply with the Contract Specifications.

7.2 Contractor shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

8. PROPOSAL FORM

8.1 Proposals shall be submitted on the Proposal Form furnished with the Contract Documents.

- 8.2 All blank spaces for Bid prices in the Proposal shall be properly completed in ink in both words and numerals. In case of conflict between the Price in words and its equivalent shown in numerals, the words will take precedence. PROPOSALS SHALL NOT BE CONDITIONAL, LIMITED OR RESTRICTED IN ANY WAY.
- 8.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 8.4 Bids by partnership must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature. The Owner reserves the right to request submission of partnership documents to determine the authority of the partner to execute the instrument.
- 8.5 All names must be printed in ink below the signature.
- 8.6 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Proposal form.
- 8.7 Enter Contractor's license number where called for in the Proposal.

9. SUBMISSION OF PROPOSALS

- 9.1 Proposals shall be submitted at the time and place indicated in the Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder. Contractor's license number, and accompanied by the Bid security and other required documents. No Proposal will be considered unless filed on or before the time and at the place designated in the Notice to Bidders. Proposals received after the time set for their receipt will be returned unopened.
- 9.2 Proposals sent by mail should be registered mail. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Finance Director
City of Havelock
One Governmental Ave.
Havelock, NC 28532

Mark envelope with the Project title and Contract number in the lower left-hand corner. Proposals sent by mail and arriving after the time for opening of Bids shall not be considered as valid Bids. In such instances, the Bidder shall have no claim against the Owner.

- 9.3 THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

- 1) Bid Bond or other security
- 2) Equal Employment Opportunity
- 3) Affidavit of Organization and Authority and Sworn Statement
- 4) Statement of Experience of Bidder
- 5) Enter Contractor's License Number where called for in Proposal and on the outside of the sealed envelope containing the Proposal.
- 6) Photocopy of Contractor's License
- 7) Non-Collusive Affidavit
- 8) Certified list of equipment manufacturers

Failure to submit all of the above forms with the Proposal shall be just cause for rejection of the Proposal by the Owner.

9.4 Insert Special Notice: NC Sales Tax

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

10.1 Written or telegraphic modifications of Proposals may be accepted if received in accordance with the requirements for the submission of Proposals as provided in Article 9 above. Bidders are cautioned that if in the opinion of the Owner or the Engineer such modifications are not explicit, or are in any sense subject to misinterpretation, then the Proposal so amended or modified will be subject to rejection.

10.2 Any Bidder upon his properly notarized written request will be given permission to withdraw his Proposal prior to the time scheduled for the opening of Bids. At the time of opening of the Proposals, when such Proposal is included, it will be returned to the Bidder unread. Negligence on the part of the Bidder in preparing his Proposal confers no right for the withdrawal of the Proposal after it has been opened.

10.3 If a bidder makes a request to withdraw his Proposal following the opening of the Proposals by the Owner, the request and consideration shall comply with NCGS 143-129.1. If the end of the seventy second (72nd) hour after the Proposals are opened occurs at a time when the Owner's administrative offices are not open for business, the period for submitting the request shall be extended to the end of the next business day when the Owner's administrative offices are open.

11. OPENING OF BIDS

11.1 Proposals will be received and Bids publicly opened and read at the time(s) and place indicated in the Notice to Bidders.

12. BIDS TO REMAIN OPEN

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

13. AWARD OF CONTRACT

- 13.1 Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter Proposals.
- 13.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and installed prices as requested in the Proposal forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted, as required by Article 7. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 13.3 If a Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to the Owner that the Award will be in the best interest of the Project.
- 13.4 The Owner will give the apparent successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. The successful Bidder shall execute and return to the Engineer the Contract within fifteen (15) calendar days of the date of Notice of Award of Contract.
- 13.5 In addition, the successful Bidder, within the period stipulated in Paragraph 13.4, shall procure, execute and deliver to the Owner and maintain, at his own cost and expense, a Performance Bond and a Payment Bond as specified in the Supplementary Conditions.
- 13.6 Failure or refusal of the Bidder whose Proposal is accepted to execute the Contract as hereinbefore provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Proposal, and in such event, the Owner at his option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the acceptance thereof shall be null and void. It is understood by the Bidder, in the event of the annulment of the Award, that the amount of the cash, certified check, or Bid Bond, submitted with the Proposal shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

- END OF SECTION -

SECTION 00300

PROPOSAL

TO: Lee Tillman, Director of Finance
City of Havelock
PO Box 368
1 Governmental Ave.
Havelock, NC 28532
Fax 252-447-0126
Email: LTillman@havelocknc.us

FROM: BIDDER _____
ADDRESS _____

DATE OF BID _____, 20 ____

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

McCotter Canal Utility Access Stabilization

for the City of Havelock, North Carolina, in accordance with the Contract Documents, including Addenda Nos. ** _____. There is deposited, herewith, a certified check in the amount of: _____

_____ Dollars (\$ _____), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of this Bid made payable to the Owner, the same to be refunded to the undersigned under the conditions of and in accordance with the terms of this Proposal which are as follows:

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

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

THAT: The undersigned will provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in

accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

THAT: The rights of the Owner and the recommendations of the Consulting Engineers are not to be questioned in the Award of Contracts.

THAT: It is the intention of the Owner to let Contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as they may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Proposals.

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

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

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

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

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of: _____ Dollars (\$ _____) or the five percent (5%) Bid Bond, deposited herewith will be returned to the undersigned.

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

THAT: The undersigned will complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The undersigned understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. The undersigned is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the undersigned's knowledge, any subcontractors employed by the undersigned as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THAT: The undersigned proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the following price, or prices shown on the following pages.

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

Havelock, NC
McCotter Canal Utility Access Stabilization
Proposal

BIDDER _____

DATE OF BID _____, 2018

Basis of Bid

A Unit Price for furnishing all materials, labor, equipment, supervision and all else necessary to complete each of the individual project areas listed below.

A. Project Area 1, 141 linear feet of bank stabilization (in words and figures):

_____ Dollars and _____ Cents per
Linear Foot

(\$ _____ / LF)

B. Project Area 2, 399 linear feet of bank stabilization (in words and figures):

_____ Dollars and _____ Cents per
Linear Foot

(\$ _____ / LF)

C. Project Area 3, 242 linear feet of bank stabilization (in words and figures):

_____ Dollars and _____ Cents per
Linear Foot

(\$ _____ / LF)

D. Project Area 4, 254 linear feet of bank stabilization (in words and figures):

_____ Dollars and _____ Cents per
Linear Foot

(\$ _____ / LF)

E. Project Area 5, 357 linear feet of bank stabilization (in words and figures):

_____ Dollars and _____ Cents per
 Linear Foot
 (\$ _____ / LF)

Bid Summary Table

Location	Length	Unit Price	Base Bid
Area 1	141	\$ /LF	\$
Area 2	399	\$ /LF	\$
Area 3	242	\$ /LF	\$
Area 4	254	\$ /LF	\$
Area 5	357	\$ /LF	\$
Total			\$

Total for BASE BID Project Areas 1, 2, 3, 4, and 5 (in words and figures):

_____ Dollars and _____ Cents
 (\$ _____)

Bidder must completely fill in the City of Havelock Bid Sheet. The Base Bid is the total of the full stabilization lengths for Project Areas 1, 2, 3, 4 and 5.

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-08. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

BID SECURITY:

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

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

CONTRACTOR'S LICENSE:

The undersigned certifies that (he/they) _____ (is/are) _____ licensed as a Contractor under the specific State law regulating _____ (his/their) particular trade and that the number of _____ (his/their) license, under which _____ (he/they) _____ (is/are) now operating is _____.

LIQUIDATED DAMAGES:

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

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

PROPOSAL SIGNATURE: (Sign on Page 00300-08)

CORPORATION:

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

President _____

Secretary _____

Treasurer _____

Manager _____

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

PARTNERSHIP:

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

_____	_____
_____	_____
_____	_____
_____	_____

The partnership does business under the legal name of

INDIVIDUAL:

The Bidder is an individual whose full name is:

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

(SIGN BELOW)

Dated _____, 20 ____

Legal Entity

(SIGN HERE) By: _____

SEAL-if corporation

Printed Name

Telephone No. () _____

Subscribed and sworn to before me this _____ day of _____, 20 ____ .

Notary Public

My Commission Expires:

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bond is executed on _____, 20 ____ .

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

The City of Havelock is the OWNER

The amount of the Bond is _____

_____ (Dollars) (\$ _____)

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

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

McCotter Canal Utility Access Stabilization

NOW, THEREFORE

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

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

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

ATTEST:

(Principal Secretary)
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

Surety

(Address)

(Address)

ATTEST:

N.C. Resident Agent
(SEAL)

Witness as to Surety

(Address)

- (1) Correct name of Contractor
- (2) a Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond

**CONTRACTOR'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT**

STATE OF _____)

COUNTY OF _____)

_____ being the first duly sworn on oath deposes and says that the Bidder on the attached Bid proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of _____ and its President is _____; its Secretary is _____, and it does have a corporate seal. The _____ is authorized to sign construction Contracts and Bids for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached.
(Strike out last sentence if not applicable.)

2. PARTNERSHIP:

The Bidder is a partnership consisting of _____ and _____, partners doing business under the name of _____.

3. SOLE TRADER:

The Bidder is an individual and if operating under a trade name, such trade name is as follows:
_____.

4. ADDRESS:

The business address of the Bidder is as follows:

_____.

Its phone number is _____.

Bidder

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public Co. _____

My Commission Expires:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.
- e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

Corporate Name

ATTEST:

(Assistant) Secretary

(Vice) President

(CORPORATE SEAL)

(Use the following form for signatures by and INDIVIDUAL):

BY: _____ (Seal)

WITNESS:

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING FORM
ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

(See the following form for acknowledgement signature by a Corporation):

NORTH CAROLINA

(Enter correct State and County if different than shown.)

_____COUNTY

I, _____, a notary public in and for the aforesaid State and County, certify that _____ personally appeared before me this day and acknowledged that he is (Asst.) Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by himself as its (Asst.) Secretary.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires _____
(SEAL)

(Use the following form for acknowledgement signature by a partnership or an individual.)

NORTH CAROLINA

(Enter correct State and County if different than shown.)

_____COUNTY

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My commission expires _____
(SEAL)

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of the City of Havelock and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

Corporate Name

ATTEST:

(Assistant) Secretary

BY: _____
Vice President

(Printed Name)

BY: _____
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL):

BY: _____(SEAL)

(Printed Name)

WITNESS:

(Printed Name)

QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:

2. List of previous contracting experience, including dollar values of contracts:

3. List of facilities or equipment that is available for use:

4. Name, residence, and title of the individual who will give personal attention to the work:

5. Financial Statement:

ASSETS

CURRENT ASSETS:

Cash		\$ _____
Notes and Accounts Receivable		_____
Inventories		_____

PLANT ASSETS:

Real Estate	\$ _____	
Machinery	_____	
Good Will, Patents, etc.	_____	\$ _____

LIABILITIES:

Notes Payable	\$ _____	
Accounts Payable	\$ _____	
Accrued Wages	_____	
Other Liabilities	_____	\$ _____
	EXCESS OF ASSETS OR NET WORTH	\$ _____

Notes:

- A. The above is a suggested form for the Financial Statement, and the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidders current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.
- B. Bidder shall attach additional pages, if necessary, in order to complete the required information.
- C. The Bidder shall submit detailed information required for above items 1 through 4 with his Bid package and at the discretion of the Bidder the information required under Item 5 can be furnished after Bids are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder.

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn,
deposes and says that:

- (1) He is the _____
(Owner, Partner, Officer, Representative or Agent)
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 affiant, 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 _____

ITS _____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20 ____ .

Notary Public

My Commission Expires:

END OF AFFIDAVIT

-THIS PAGE INTENTIONALLY BLANK-

NOTICE OF AWARD

TO: CONTRACTOR: _____

ADDRESS: _____

FROM: Hazen and Sawyer
Raleigh, North Carolina

OWNER: _____

PROJECT: _____

You are hereby notified that the Owner has considered the Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____ , 20 ____ .

It appears that it is to the best interest of said Owner to accept your Proposal in the amount of: _____ Dollars (\$ _____), and you are hereby Notified that your Proposal has been accepted for _____

The Contractor is required by these Contract Documents to execute and deliver the formal Contract with the undersigned Owner and to furnish the required Contractor's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

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

Dated this _____ day of _____, 20 ____ .

Hazen and Sawyer

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20 ____ .

By: _____

Title: _____

- END OF SECTION -

SECTION 00500

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR HAVELOCK, NC CONTRACTS
DO NOT REMOVE FROM CONTRACT**

Please observe the following in executing the attached Contract:

1. The Owner may Contract with three types of legal entities.
 - (a) If the Contract is with an individual, that individual should sign the Contract exactly as his name is set out. If the Contract is with an individually-owned business, the Contract should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his authority to execute and bind the company.
 - (c) If the Contract is with a partnership, all members of the partnership should execute unless an authorized partner is designated to execute. Documentation of such authorization should be attached.
2. After signing the Contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. They should be signed by the Contractor, and his signature should be acknowledged with the appropriate acknowledge form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Contract should not be dated, except by the last person executing the Contract.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Contract.
6. Submit the Acceptance of Notice.
7. Page 00500-3: Complete in its entirety.
8. Page 00500-5: Complete in its entirety.
9. Pages 00500-7 through 00500-14: Complete in entirety.
10. Page 00500-14: Certificate of Insurance, Article 5 of the General and Supplementary Conditions requires the Certificate of Insurance to have the Indemnification Agreement copied on the reverse side of the Certificate. Article 5 also requires, under Subsection 5.02, first Paragraph, those to be named as Insured in each policy issued.

11. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives". If your certificate states this, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" must be stricken in order to comply with the Contract Documents.
12. Four copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Engineer for signature by the Owner, after which one duplicate will be returned to the Contractor.
13. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

CONTRACT

This Contract made this ____ day of _____, in the year 20 ____, by and between the City of Havelock, North Carolina, party of the first part, hereinafter called the Owner, and

_____ of _____, party of the second part, hereinafter called the Contractor.

WITNESSETH

THAT, WHEREAS, a Contract for:

McCOTTER CANAL UTILITY ACCESS STABILIZATION

as prepared by Hazen and Sawyer, P.C. Environmental Engineers and Scientists, hereinafter called Engineers, has recently been awarded to the Contractor by the Owner at and for a sum equal to the aggregate cost of the work to be done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefor, in the Proposal attached hereto:

AND WHEREAS, it was one of the conditions of said Award that a formal Contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award, and that the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner, and shall fully complete all work hereunder within 180 CONSECUTIVE CALENDAR DAYS, of the date specified in the Notice to Proceed.

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

The Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

The Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedure of their work or that may be caused by or result from the negligence of the Contractor, his, its or their employees or agents, during the progress of, or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property so injured to a condition as good as it was when the Contractor entered upon the work.

The Contractor shall furthermore be responsible for, and be required to make good at his, its or their expense, any and all damages of whatever nature, to persons or property, arising during the period of this Contract, caused by carelessness, neglect, or want of due precaution on the part of the Contractor, shall also indemnify and save harmless the Owner, and the officers and agents thereof,

from all claims, suits, and proceedings of every name and description which may be brought against the Owner, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials or workmanship in its construction, or by or on account of any accident, or of any other act or omission of the said Contractor, his, its, or their agents, employees, servants or workmen.

It is agreed and understood that the Notice to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, together with the enumerated Addenda, if any, the Proposal, and the Plans and/or Drawings are a part and parcel to this Contract to the same extent as if incorporated herein in full.

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

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

LIQUIDATED DAMAGES

The parties recognize that Owner will suffer financial loss if the Work is not substantially completed within the Contract Time. They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay Owner the following amounts under Owner's Damages, and Engineer's Charges, all as liquidated damages, and not as a penalty.

	<u>Owner's Damages</u>	<u>Engineering Charges</u>	<u>Total Liquidated Damages</u>
McCOTTER CANAL UTILITY ACCESS STABILIZATION	\$1,000/day	\$400/day	\$1,400/day

Liquidated damages will be assessed for the above listed amount(s) for each and every day the work remains incomplete after the completion date(s) listed above. Liquidated damages for late completion of the above listed facilities and overall project shall be additive.

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

The parties recognize that Owner will suffer financial loss if the Work is not substantially completed within the Contract Time. They also recognize the delays, expense, and difficulty to both parties

involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay Owner the following amounts under General Damages, and Engineer's Charges, all as liquidated damages, and not as a penalty.

FURTHER AGREEMENTS

IN WITNESS WHEREOF, said _____ has caused these presents to be signed in its corporate name by its _____ its corporate seal to be hereto affixed and attested by its secretary, and the Owner has caused these presents to be executed in its name by the City Manager, attested by its City Clerk and its Official Corporate Seal to be affixed all by order of its City Council as of the day and year first above written.

(SEAL)

(SEAL)

ATTEST

(SEAL)

Secretary
(SEAL)

By: _____

Title: _____

ATTEST: CITY OF HAVELOCK , NORTH CAROLINA

(TITLE) BY: _____
(SEAL) FRANK BOTTORFF , City Manager

IMPORTANT

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

OWNER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

THIS IS TO CERTIFY that on this day personally appeared before me _____, with whom I am personally acquainted, who, being by me duly sworn, says that _____ is the City Manager and that _____ he, the said _____, is the City Clerk of the City of Havelock _____, the Municipal Corporation described in and which executed the foregoing Contract; that _____ he knows the common seal of said corporation; that the seal affixed to the said instrument is said common seal; that the name of the Corporation was subscribed thereto by the said City Manager and that the said City Manager and said City Clerk subscribed their names thereto and said common seal was affixed, all by order of the City Council of the City of Havelock _____, and that said instrument is the act and deed of said Corporation.

Witness my hand and notarial seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

Witness my hand and notarial seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

PERFORMANCE BOND

This Bond is executed on _____, 20 ____ .

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The CITY OF HAVELOCK, NORTH CAROLINA is the CONTRACTING BODY.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Contracting Body, dated the _____ day of _____, 20____ for work described by Plans and Specifications prepared by Hazen and Sawyer of Raleigh, North Carolina, herein called and referred to as the Engineers, a copy of said Contract is hereto attached and made a part hereof for the construction of:

McCOTTER CANAL UTILITY ACCESS STABILIZATION

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

N.C. Resident Agent
(SEAL)

By: _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract

- (1) Correct name of Contractor
- (2) a Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond

PAYMENT BOND

This Bond is executed on _____, 20 ____ .

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The **CITY OF HAVELOCK** , NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____

_____ Dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Contracting Body, dated the ____ day of _____, 20____. for work described by Plans and Specifications prepared by Hazen and Sawyer, Environmental Engineers and Scientists of Raleigh, North Carolina, herein called and referred to as the Engineers, a copy of said Contract is hereto attached and made a part hereof for the construction of:

McCOTTER CANAL UTILITY ACCESS STABILIZATION

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

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

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

N.C. Resident Agent
(SEAL)

By: _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract

- (1) Correct name of Contractor
- (2) a Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond

AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
) SS
COUNTY OF _____)

_____ being first duly sworn on oath deposes and says
that he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Contract on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Contract.

Signed _____

Subscribed and sworn to before me this _____ day of _____, A.D., 20 _____.

(Notary Public, _____ County, _____)

My Commission Expires _____

POWER OF ATTORNEY

(Attach)

CERTIFICATE OF INSURANCE

(Attach)

See Supplementary Conditions Article 5 for specific requirements.

CERTIFICATE OF ATTORNEY

I hereby certify that I am the duly appointed attorney for the Owner of the Project and that I have examined the foregoing instrument and Bond, and insurance documents and I have approved the same as being legal and in proper form.

This _____ day of _____, 20 _____.

Attorney-at-Law

CERTIFICATE OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by Bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

NOTICE TO PROCEED

TO: CONTRACTOR: _____
ADDRESS: _____

FROM: Hazen and Sawyer
Raleigh, North Carolina

OWNER: CITY OF HAVELOCK

PROJECT: McCOTTER CANAL UTILITY ACCESS STABILIZATION

Contract No. 1 Contract Amount \$ _____

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

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

Hazen & Sawyer

By: _____

TITLE: _____

DATE: _____

SECTION 00700

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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www.nspe.org

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

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

Associated General Contractors of America
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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.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC 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.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

1.01.A.12 Replace in its entirety with the following:

“12. Contract Documents—The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor’s Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer’s written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or Hardcopies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.”

1.01.A.44 First sentence, change: "in the opinion of the Engineer", to "in the opinion of Engineer and Owner".

1.02 Terminology

Delete 1.02.E and replace with the following:

1.02.E The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Add the following:

- 1.02.G The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 2 - PRELIMINARY MATTERS

Add the following:

- 2.00 Execution of Agreement:
- 2.00.A At least four counterparts of the Agreement will be executed and delivered by the Contractor to the OWNER within fifteen (15) days of the Notice of Award and receipt of Contract Documents by the Contractor for execution; and OWNER will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.
- 2.01 Delivery of Bonds and Evidence of Insurance
- 2.01.B Replace "Before any Work at the Site is started, Contractor and Owner shall each deliver to the other" with "When Contractor delivers the executed counterparts of the Agreement to the Owner, Contractor shall deliver to the Owner", and replace "and Owner respectively are" with "is".
- 2.03 Commencement of Contract Times; Notice To Proceed:
- 2.03.A Delete in its entirety and substitute the following:
- 2.03.A The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the effective date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE

- 3.01 Intent:

Add the following:

- 3.01.D It is the intent of the Specification and Contract Documents to obtain an operable Project. Equipment, components, systems, etc., therein shall be made operable by the Contractor.
- 3.01.E The Contract Drawings may be supplemented from time to time with additional Drawings by the Engineer as may be required to illustrate the work or, as the work progresses, with additional Drawings, by the Contractor, subject to the approval of the Engineer. Supplementary Drawings, when issued by the Engineer or by the

Contractor, after approval by the Engineer, shall be furnished in sufficient quantity to all those who, in the opinion of the Engineer, are affected by such Drawings.

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

4.02 Subsurface and Physical Conditions:

4.02.A Delete: "the Supplementary Conditions", and substitute "Section 01010 - SUMMARY OF WORK".

4.02.B Second sentence, delete: "Supplementary Conditions" and substitute "Specifications and Contract Drawings".

4.04 Underground Facilities:

Add the following:

4.04.B.3 The Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.

4.06 Hazardous Environmental Condition at Site

4.06.A First sentence, delete "Supplementary Conditions" and substitute "Section 01010 - SUMMARY OF WORK."

4.06.B Second sentence, delete "Supplementary Conditions: and substitute "Specifications and Contract Drawings."

ARTICLE 5 - BONDS AND INSURANCE

Delete Article 5 in its entirety and substitute the following:

5.01 Performance and Payment Bonds:

5.01.A Concurrent with execution of the Agreement and within fifteen (15) days of the Notice of Award, the successful Contractor shall procure, execute and deliver to the OWNER and maintain, at his own cost and expense, the following bonds, in the forms attached, of a surety company approved by the State of North Carolina as a Surety:

5.01.B Performance Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the faithful performance of the work. Bond must be valid until one year after the date of issuance of the Certificate of Substantial Completion.

5.01.C Payment Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the payment of all persons performing labor and furnishing material in connection with the work.

Bond must be valid until one (1) year after date of issuance of the Certificate of Substantial Completion.

- 5.01.D All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 5.01.E If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of North Carolina is revoked, the Contractor shall within five (5) days thereafter substitute another Bond or Surety, both of which shall be acceptable to the OWNER.
- 5.02 Insurance Requirements:
 - 5.02.A Wherever in this Article the terms "The Insured" and OWNER occurs with respect to coverage in a policy, it shall mean the OWNER and its agent and agencies, all municipalities where work is being performed under the Contract, the Engineer, and any other parties specifically designated herein, who shall be named as additional insured in each policy issued, except the Worker's Compensation and Employer's Liability policy. The insurance policies required herein shall not contain any Third Party Beneficiary Exclusion.
 - 5.02.B The OWNER and the Engineer shall be named as an additional insured on all policies except Professional Liability and Worker's Compensation and Employer's Liability; and it is required that coverage be placed with "A" rated insurance companies acceptable to the OWNER. Statement should read "City of Havelock and Hazen and Sawyer shall be added as an additional insured as evidenced by an endorsement attached to this certificate." The endorsement must be written on ISO Form CG20-10 and 20-37. Blanket coverage for general liability in lieu of being named as an additional insured is acceptable. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the OWNER has the right to cancel and terminate the contract without notice.
 - 5.02.C The Contractor shall not commence work under the Contract until he has obtained all insurance required under this Article and such insurance has been approved by the OWNER, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
 - 5.02.D Provision of some types of insurance by a Subcontractor may be waived, at the option of the OWNER, where it is deemed that adequate coverage is provided by the Contractor's insurance.
 - 5.02.E Subcontractors must, in all cases, provide Workers' Compensation and Employer's Liability Insurance and Motor Vehicle Liability Insurance.
 - 5.02.F An authorized representative of the insurance company(ies) shall certify that all of the required insurance coverages and amounts specified hereinafter are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the

submittal which of the policies submitted fulfills which specific coverage and amounts specified under Article 5.03 of the Supplementary Conditions. The certification statement and correlation shall be furnished and included with the insurance certificates.

5.02.G One (1) copy of each such insurance policy and certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be filed with each of the Insured.

5.02.H All policies relating to this Contract shall be so written that each of The Insured shall be notified by the carrier of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change. Renewal certificates covering the renewal of all policies expiring during the life of the Contract shall be filed with each of The Insured not less than sixty (60) days before the expiration of such policies.

5.02.I The insurance carrier shall notify each of The Insured of the filing of any claims within thirty (30) days of the filing of such claim.

5.03 Contractors Liability Insurance

5.03.A The Contractor shall, at his own cost, take out and maintain during the life of this Contract, such Bodily Injury and Property Damage Insurance as will protect him, The Insured, and any Subcontractor performing work covered by this Contract from claims of any character for property damage or bodily injury, including death, and demands, suits, actions, recoveries and judgments against The Insured therefor, for which The Insured shall be or may become liable; which may arise from operations under this Contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them, and as will also cover the contingent liability of the Insured, if any, which may arise from said operations under this Contract. The Contractor may elect to require his Subcontractors to provide their own insurance coverage in lieu of covering them under his own policy(ies). In that event, the Contractor shall certify to the OWNER, in writing, that all of his Subcontractor's are insured to the coverage and amounts specified herein. The Contractor shall maintain copies of all Subcontractors' insurance certificates at the project site. The amounts of such insurance shall be as follows and shall apply per project:

5.03.B Bodily Injury Liability - For liability for bodily injury, including accidental or wrongful death:

1.	Contract No. , General Construction -	\$ 1,000,000 per occurrence \$ 5,000,000 aggregate
2.	Contract No. , Electrical Construction -	\$ 1,000,000 per occurrence \$ 5,000,000 aggregate
3.	Contract No. , HVAC Construction -	\$ 1,000,000 per occurrence \$ 5,000,000 aggregate
4.	Contract No. , Plumbing Construction -	\$ 1,000,000 per occurrence \$ 5,000,000 aggregate

5.03.C Property Damage Liability - For liability for property damage:

1.	Contract No. , General Construction -	\$ 1,000,000	per occurrence
		\$ 5,000,000	aggregate
2.	Contract No. , Electrical Construction -	\$ 1,000,000	per occurrence
		\$ 5,000,000	aggregate
3.	Contract No. , HVAC Construction -	\$ 1,000,000	per occurrence
		\$ 5,000,000	aggregate
4.	Contract No. , Plumbing Construction -	\$ 1,000,000	per occurrence
		\$ 5,000,000	aggregate

5.03.D Excess Liability (Umbrella Liability Insurance) – Umbrella Liability Insurance shall be provided that provides additional coverage for all protection provided under the Contractor's Commercial General Liability insurance. The coverage limit shall be for the Umbrella Liability Insurance shall be as follows:

Umbrella Liability Insurance \$5,000,000

- 5.03.E
1. Fire and Extended Coverage - For fire and extended coverage, including vandalism and malicious mischief, total Bid Price of the Contract.
 2. Insurance policies shall provide for reinstatement of full coverage after payment of any claim.

5.03.F The following types of insurance shall be provided:

1. Workers' Compensation and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees, employees employed at the site, and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.
2. Contractor's Bodily Injury Insurance - Liability for Contractor's Bodily Injury Insurance shall be in the amounts specified. .
3. OWNER'S and Contractor's Protective Bodily Injury Insurance - Liability for OWNER'S and Contractor's Protective Bodily Injury Insurance shall be \$1,000,000 per occurrence and \$5,000,000 aggregate.
4. Contractor's Contractual Bodily Injury Insurance - Liability for Contractor's Contractual Bodily Injury Insurance shall be in the amounts specified.
5. Contractor's Property Damage Insurance - Liability for Contractor's Property Damage Insurance shall be in the amounts specified.

6. OWNER'S and Contractor's Protective Property Damage Insurance - Liability for OWNER'S and Contractor's Protective Property Damage Insurance shall be \$1,000,000 per occurrence and \$5,000,000 aggregate.
7. Contractor's Contractual Property Damage Insurance - Liability for Contractor's Contractual Property Damage Insurance shall be in the amounts specified.
8. Motor Vehicle Liability Insurance:
 - a. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, or used by the Contractor in the prosecution of the work under the Contract, shall be in the amounts specified in Paragraph 5.03.B, hereinbefore.
 - b. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, or used by the Contractor in the prosecution of the work under the Contract, shall be in the amounts specified in Paragraph 5.03.C, hereinbefore.
9. Special Hazards Insurance - Bodily injury and property damage insurance shall be in the amount specified in Paragraphs 5.03.B and 5.03.C, hereinbefore when bodily injury and property damage results from the following special hazards:
 - a. Blasting and explosion;
 - b. Collapse of or structural injury to any structure due to the Contractor's operations;
 - c. Damage to underground structures, pipes or conduits.
10. OWNER'S Fire and Extended Coverage Insurance - Builder's Risk (fire and extended coverage, including vandalism and malicious mischief) insurance for the life of the Contract upon all work in place, or materials at the site, or both, shall be in the amount specified in Paragraph 5.03.D, hereinbefore. The Contractor shall submit to the OWNER documentation as to the cost of this insurance coverage prior to obtaining policy. The OWNER may, if deemed to be in his best interest, obtain this coverage separately and receive a credit from the Contractor for the insurance cost.
11. Completed Operations Hazards Insurance - Completed operations hazards insurance is to be provided for all the named insured in the greater of the amounts set forth in Paragraph 5.03.B, 5.03.C, and 5.03.D hereinbefore. The intent of this Section is to provide coverage to all of the named insureds, for the period of the applicable statute of limitation, for any and all claims which may arise from operations under this Contract.

5.03.F If any of the property and casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until these requirements have been met, or at the option of the OWNER, the OWNER may

pay the renewal premiums and withhold such payments from any monies due to the Contractor.

5.03.G In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the OWNER.

5.03.H All policies and certificates of insurance of the Contractor shall contain the following clauses:

1. Insurers shall have no right of recovery or subrogation against the OWNER and its agents and agencies and the Engineer, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The clause "other insurance provisions" in a policy in which the OWNER and its agents and agencies and the Engineer is named as an insured, shall not apply to these parties.
3. The insurance companies issuing the policy or policies shall have no recourse against the OWNER and its agents and agencies and the Engineer, for the payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor.

5.04 Indemnification Agreement:

5.04.A Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless OWNER and Engineer and their agents, Subconsultants and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than Work itself) including the loss of use resulting therefrom (b) is caused in whole or in part by either (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them may be liable regardless of whether or not a party indemnified hereunder is partially negligent or (2) arises out of operation of law as a consequence of any act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent; provided however that no party shall be entitled to indemnification with respect to such party's own negligence. This provision is intended to indemnify to the fullest extent permitted by law both OWNER and Engineer independently of the negligence of the other and thus the OWNER'S negligence shall not preclude

indemnification by Contractor of the Engineer, and Engineer's negligence shall not preclude indemnification by Contractor of OWNER.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.06 Concerning Subcontractors, Suppliers and Others:
- 6.06.B First sentence, delete: "If the Supplementary Conditions", and substitute "The Instructions to Bidders". The seventh line, delete: "Supplementary Conditions", and substitute "Instructions to Bidders".
- 6.06.G Delete in its entirety and substitute the following:
- 6.06.G All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor. The Subcontractor shall not commence work until the Contractor has obtained all insurance as required by Paragraphs 5.02 through 5.03 inclusive.
- 6.07 Patent Fees and Royalties:
- 6.07 Delete 6.07.A, 6.07.B, and 6.07.C in their entirety and substitute the following:
- 6.07.A Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, products or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless OWNER and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies which are or which may become due the Contractor under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or are satisfactorily adjusted.
- 6.08 Permits:
- 6.08.A Third sentence of paragraph delete, "or if there are no Bids.....to the Work.", and substitute "and the Contractor shall pay all charges of utility owners for connections to the Work."
- 6.09 Laws and Regulations:
- 6.09.B Delete 6.09.B in its entirety and substitute the following:
- 6.09.B If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, he shall give Engineer prompt written notice thereof. If Contractor performs any Work knowing it to be contrary to such Laws or Regulations, and without such notice to Engineer, he shall bear all costs arising

therefrom. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees and all his Subcontractors to observe and comply with all such existing Laws or Regulations, and shall protect and indemnify the OWNER and the Engineer and the municipalities in which work is being performed, and their officers and agents against any claim, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by himself or his employees or any of his Subcontractors.

6.10 Taxes:

Add the following:

6.10.B PROCEDURES FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES

6.10.B.1 The following procedure in handling the North Carolina Sales Tax is applicable to this Project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the OWNER may recover the amount of tax permitted under the law.

- 6.10.B.2
- (a) It shall be the Contractor's responsibility to furnish the OWNER documentary evidence showing the materials used and sales tax paid by the Contractor and each of his Subcontractors with each payment request in a format approved by the OWNER.
 - (b) The documentary evidence shall consist of a certified statement, by the Contractor and each of his Subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. Certified statements must show the invoice number or numbers, covered and inclusive dates of such invoices.
 - (c) Materials used from the Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The Contractor shall not be required to certify the Subcontractor's statements.
 - (e) The documentary evidence to be furnished to OWNERS eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by Contractors and Subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit and other charitable or religious institutions or organizations not operated for profit and, incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14(2) and (3) of the 1961 Statute, and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under Contracts with such institutions, organizations or governmental units.

- 6.13 Safety and Protection:
- 6.13.B First sentence, after "CONTRACTOR" add the following:
", subject to provisions 6.09.B,"
- 6.19 Contractor's General Warranty and Guarantee:
- 6.19.A After the first sentence of Section 6.19.A add the following:
"All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection."
- 6.20 Indemnification:
- 6.20.A First sentence, after "...claims, costs" add the following:
", civil penalties, fines,"
- 6.20.C Add the following:
- 6.20.C.3 Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the Contractor, the OWNER or the Engineer beyond such as may legally exist irrespective of the Contract.

ARTICLE 7 - OTHER WORK AT THE SITE

- 7.02 Coordination:
Delete in its entirety.
- 7.03 Legal Relationships
- 7.03.B Delete "Owner and".
- 7.03.C Delete "Owner and".

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.02 Replacement of Engineer
- 8.02.A Delete in its entirety.
- 8.06 Insurance

- 8.06.A Delete in its entirety.
- 8.11 Evidence of Financial Arrangements
- 8.11.A Delete in its entirety.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.01 OWNER'S Representative:
- 9.01.A Delete in its entirety and substitute the following:
- 9.01.A Engineer will be the OWNER'S representative during the construction period, and his instructions shall be carried into effect promptly and efficiently.
- 9.02 Visits to the Site:
- 9.02.A Delete in its entirety.
- 9.03 Project Representative:

Add the following:

- 9.03.B The Resident Project Representative will serve as the Engineer's liaison with the Contractor, working principally through the Contractor's resident superintendent to assist him in understanding the intent of the Contract Documents.
- 9.03.C The Resident Project Representative shall conduct on-site observations of the work in progress to confirm that the work is proceeding in accordance with the Contract Documents. He will verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents. He will have the authority to disapprove or reject defective work in accordance with Article 13.
- 9.09 Limitations on Engineer's Authority and Responsibilities:

Add the following:

- 9.09.F Except upon written instructions of the Engineer, the Resident Project Representative:
 - 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - 2. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

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

- 11.01 Cost of the Work:
- 11.01.A.1 Last sentence, following "...in Paragraph 11.01.B," insert the following:
"or claims for extra cost shall be considered based on an escalation of labor costs throughout the period the Contract,"
- 11.01.A.2 Add the following at the end of the paragraph:
"No claims for extra cost shall be considered based on an escalation of material costs throughout the period of the Contract."
- 11.01.A.3 Delete second sentence "If required ... be acceptable."
- 11.01.A.4 Delete in its entirety.
- 11.01.A.5.a Delete in its entirety.
- 11.01.A.5.c Add the following before last sentence of paragraph:
"These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the 'Compilation' of Rental Rates for Construction Equipment" as published by the Associated Equipment Distributors. Charges per hour shall be determined by dividing the monthly rates by 176."
- 11.01.A.5.f Delete in its entirety.
- 11.01.A.5.g Delete in its entirety.
- 11.01.A.5.h Delete in its entirety.
- 11.03 Unit Price Work
- 11.03.D.1 Delete "materially and significantly", and insert "by more than plus or minus twenty percent (20%)".

ARTICLE 12 – CHANGE OF CONTRACT PRICE OF CONTRACT TIMES

- 12.03 Delays

12.03.B Delete in its entirety and substitute the following:

12.03.B Delays beyond the control of the Contractor, as provided in paragraph 12.03.A, shall not entitle the Contractor to obtain additional project overhead costs unless such delays extend the Project as described below:

1. beyond the original Contract Times,
2. beyond the Contract Times for which the overhead costs have been previously approved, or
3. beyond Contract Times that are extended as a result of delays described in 12.03.C.

For the purpose of this paragraph, overhead costs shall be the supplemental costs defined in 11.01.A.5, paragraphs a,b,c,g,h and i. The Contractor's bid shall include all overhead costs as necessary to be on the Project for the original Contract Times.

12.03.C Add the following after the last sentence:

Delays described in this Paragraph 12.03.C shall be determined as follows:

1. Contractor shall obtain weather history for the most recent five (5) years (minimum) preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the project site.
2. For delays associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1-inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. The Contractor will be awarded a time extension equal to the number of days, above the calculated average, that the period in question experienced rainfall in excess of 0.1- inches. A Contract Time extension will not be awarded for rain amounts less than 0.1-inches.
3. For daily rain amounts in excess of 1-inch the Contractor shall be awarded one day beyond the number of days calculated as described above. The added day shall be a recovery period for the Contractor to perform site maintenance, to dewater the site and to restore erosion control facilities before resuming work.
4. For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay. (Calculation of the average number of days shall be as described above.) The Contractor will be awarded a time extension equal to the number of days beyond the calculated average for the period in question. Where the Contractor can demonstrate that the abnormal weather event has impaired his ability to perform work, beyond the day of the abnormal event, a recovery day, or days, to perform site maintenance as necessary to restore the site to a workable condition may be awarded. The recovery days may be awarded if requested in writing by the Contractor and approved by the Engineer. Written requests for recovery days shall include a description of work activities performed during the recovery days.

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

13.03 Tests and Inspections:

13.03.B Delete in its entirety and substitute the following:

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

13.03.C Delete in its entirety and substitute the following:

13.03.C If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.

Add the following:

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

13.05 OWNER May Stop the Work:

13.05.A First sentence, after "...conform to the Contract Documents", insert "or if the Work interferes with the operation of the existing facility".

13.06 Correction or Removal of Defective Work:

Add the following:

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values:

Add the following:

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

14.01.C A Lump Sum Payment equal to 1-1/2% of the total Bid Price (to include all bonds, insurance, move-on expenses, etc.) will be allowed for 'mobilization' as a progress payment line item. The actual cost of bonds and insurance (up to the maximum payment of 1-1/2%) will be considered in the initial payment request provided that cost documentation suitable to the Engineer is furnished by the Contractor. Any outstanding balance of the mobilization line item will be payable when the Project work is 10% complete as indicated by the approved progress payments (less cost of mobilization and stored equipment).

14.02 Progress Payments:

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

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

Add the following:

14.02.A.4 Forms to be used shall be prepared by the Contractor and submitted to the Engineer for approval.

14.02.A.5 At the option of the OWNER, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the Work, pursuant to the following conditions:

- a. Major equipment items stored off site shall be stored in a bonded warehouse and properly maintained during storage.
- b. Equipment or materials stored on the site shall be properly stored, protected and maintained.
- c. For any partial payment the Contractor shall submit, with his monthly progress payment from each material or equipment manufacturer, bills or invoices indicating actual material cost.
- d. Contractor shall submit evidence that he has paid for materials or equipment stored and for which the Engineer has authorized partial

payment and previous progress payments, prior to submission of the next monthly payment request.

- 14.02.A.6 The OWNER will retain five percent (5%) of the amount of each such estimate until Work covered by the Contract is fifty percent (50%) complete. When fifty percent (50%) of the Work of the original Contract has been completed and in the opinion of the OWNER the Contractor continues to perform satisfactorily and nonconforming work identified in writing prior to that time by the Engineer or OWNER has been corrected by the Contractor and accepted by the OWNER, the OWNER with written consent of surety will adjust future partial payments so that two and one-half percent (2-1/2%) of the original Contract Price is retained. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the original value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.
- 14.02.A.7 If the OWNER determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at two and one-half percent (2-1/2%) of the original Contract amount (when the work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to two and one-half percent (2-1/2%) of the original Contract amount when the work is one hundred percent (100%) complete. Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the Owner to retain two and one-half percent (2-1/2%) total retainage through the completion of the project.
- 14.02.A.8 If the OWNER determines the Contractor's performance is unsatisfactory, the OWNER may reinstate retainage for each subsequent periodic payment application up to a maximum amount of five (5) percent of the original Contract amount.
- 14.02.A.9 Within sixty (60) days after the submission of a final pay request, the OWNER with written consent of the surety shall release to the Contractor all retainage on payments held by the OWNER if (1) the OWNER receives a certificate of substantial completion from the ENGINEER; or (2) the OWNER receives beneficial occupancy or use of the project. However, the OWNER may retain sufficient funds to secure completion of the project or corrections on any work. If the OWNER retains funds, the amount retained shall not exceed two and one-half times (2-1/2) the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the written consent of the Contractor's surety.
- 14.02.A.10 Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the OWNER from the Contractor pursuant to statute.

- 14.02.A.11 Nothing shall prevent the OWNER from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the OWNER or reasonable evidence that a third-party claim will be filed.
- 14.02.B.1 Review of Applications:
First sentence, delete "10 days", insert "30 days".
- 14.02.D.3 Delete "as provided in the Agreement" and replace with "equal to the federal funds rate as established from time to time by the Federal Open Market Committee of the United States Federal Reserve."
- 14.04 Substantial Completion:
- 14.04 Delete paragraphs A, B, C and D in their entirety and substitute the following:
- 14.04.A Contractor may, in writing to OWNER and Engineer, certify that the entire Project is substantially complete and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, Contractor and Engineer shall make an inspection of the Project to determine the status of completion. If Engineer and OWNER do not consider the Project substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer and OWNER consider the Project substantially complete, Engineer will prepare and deliver to OWNER a tentative certificate of Substantial Completion and the responsibilities between OWNER and Contractor for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before Substantial Completion, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within Contract Time.
- 14.05 Partial Utilization:
- 14.05.A Delete in its entirety and substitute the following:
- 14.05.A Prior to Substantial Completion of the Project, OWNER may request Contractor in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If Contractor agrees, he will certify to OWNER and Engineer that said part of the Project is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter, OWNER, Contractor and Engineer shall make an inspection of that part of the Project to determine its status of completion. If Engineer and OWNER do not consider that it is substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer and OWNER consider that part of the Project to be substantially complete, Engineer will execute and deliver to OWNER and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before Substantial Completion of the entire Project and fixing the responsibility between OWNER and Contractor for Maintenance, heat, and utilities as to that part of the Project.

OWNER shall have the right to exclude Contractor from any part of the Project which Engineer has so certified to be substantially complete, but OWNER shall allow Contractor reasonable access to complete items on the tentative list.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

Add the following:

15.01.B Should the OWNER suspend Work due to repeated unsafe Work conducted by the CONTRACTOR which is confirmed by subsequent inspection by OSHA, the CONTRACTOR shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to this delay.

15.02 Owner May Terminate for Cause

15.02.A.2 Add the following to the end of first sentence after "jurisdiction":

"(including those governing employee safety)"

15.02.D Delete in its entirety.

Add the following:

15.05 Assignment of Contract:

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

16.01.A Replace the first sentence with the following:

"If required by applicable laws and regulations, and not specifically excluded elsewhere, 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."

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice:

Add the following:

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

Add the following:

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

18.01 Liquidated Damages

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

18.01.B The Contractor shall not be charged with liquidated damages or any excess cost when delay in completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the OWNER or Engineer:

18.01.C To any preference, priority or allocation order duly issued by the OWNER.

18.01.D To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another Contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and abnormal and unforeseeable weather; and

18.01.E To any delays of Subcontractors occasioned by any of the causes specified in Paragraphs 18.01.C and 18.01.D of this Article.

*** PUT ON CONTRACTOR'S LETTERHEAD ***

DATE: _____

TO: OWNER: _____

ADDRESS: _____

RE: Project _____
Title _____
Contract No. _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials, etc., covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____
BY: _____
TIME: _____

State of _____
County of _____

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

Notary Public (Seal)

My Commission expires _____ .

- END OF SECTION -

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Work to be done under these Contracts and in accordance with these Specifications consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the McCotter Canal Utility Access Stabilization. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- B. The principal features of the Work to be performed under these Contracts includes:
 - 1. SINGLE PRIME CONTRACT: The scope of this work includes the construction of encapsulated soil lifts along the bank of McCotter Canal, restoration of the access road, and implementation of roadside drainage improvements.
- C. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the set of Drawings entitled McCotter Canal Utility Access Stabilization and dated July, 2018. The numbers and titles of all Drawings appear on the index sheet of the Drawings, Drawing G-02. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08110, 13182, 15206, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. Division 16 would thus include Sections 16000 through 16902.
- C. Where references in the Contract Documents are made to Contractors for specific disciplines of work (i.e. Electrical Contractor, etc.), these references shall be interpreted to be the single prime Contractor when the project is bid or awarded as a single prime contract.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work or related work under other Contracts of the Project.

- B. The specific equipment proposed for use by the Contractor on the project may require changes, in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.04 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings.
- B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

1.05 ADDITIONAL ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.
- B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

1.06 ADDITIONAL OWNER'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.

- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 8 hours per day, Monday through Friday. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor.
- C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$1000 per day for field personnel and \$1400 per day for engineering personnel, based on an eight hour workday.
- D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor may elect to work beyond these hours or on weekends provided that all costs incurred by the Owner for additional engineering shall be borne by the Contractor.
 - 1. The Owner shall deduct the cost of additional engineering costs from monies due the Contractor.
- B. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

1.08 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.
- C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the

work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.

- D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
- F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, roads, all structures, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

1.09 FIRE PROTECTION

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

1.10 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.11 FIRST AID FACILITIES AND ACCIDENTS

- A. First Aid Facilities

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

B. Accidents

1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.
3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.12 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.
- D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly.
- E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be

performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.

- F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.
- G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.13 LIMITS OF WORK AREA

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

1.14 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.
- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete, or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.15 PERIODIC CLEANUP: BASIC SITE RESTORATION

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

1.16 USE OF FACILITIES BEFORE COMPLETION

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

1.17 CONSTRUCTION VIDEO

- A. The Contractor shall video the entire project site including all structures, banks, and access roads within the construction limits or expected to be impacted by the work. The original video image shall be turned over to the Engineer prior to beginning construction activities.

The video shall be provided as an Audio Video Interleave File (.avi) and shall be provided on DVD+R/DVD-ROM compatible media only. The video shall clearly identify existing site and structural conditions prior to construction.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

-- END OF SECTION --

SECTION 01040

COORDINATION

PART 1 – GENERAL

1.01 THE REQUIREMENT

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

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

-- END OF SECTION --

SECTION 01070

ABBREVIATIONS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

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

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
ACIFS	-	American Cast Iron Flange Standards
AFBMA	-	Anti-Friction Bearing Manufacturer's Association
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIA	-	American Institute of Architects
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
ANSI	-	American National Standard Institute
API	-	American Petroleum Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWS	-	American Welding Society
AWWA	-	American Water Works Association
CEMA	-	Conveyor Equipment Manufacturer's Association
CRSI	-	Concrete Reinforcing Steel Institute
DIPRA	-	Ductile Iron Pipe Research Association
Fed Spec	-	Federal Specifications
IEEE	-	Institute of Electrical and Electronic Engineers
IPCEA	-	Insulated Power Cable Engineers Association
ISO	-	Insurance Services Offices
NBS	-	National Bureau of Standards
NCDOT	-	North Carolina Department of Transportation
NEC	-	National Electric Code
NEMA	-	National Electrical Manufacturers Association
OSHA	-	Occupational Safety and Health Act
PCI	-	Precast Concrete Institute
UL	-	Underwriters Laboratories, Inc.
USGS	-	United States Geological Survey

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

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SECTION 01090

REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

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

Air Conditioning and Refrigeration Institute (ARI)

Air Diffusion Council (ADC)

Air Moving and Conditioning Association (AMCA)

The Aluminum Association (AA)

American Architectural Manufacturers Association (AAMA)

American Concrete Institute (ACI)

American Gear Manufacturers Association (AGMA)

American Hot Dip Galvanizers Association (AHDGA)

American Institute of Steel Construction, Inc. (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Society of Civil Engineers (ASCE)

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)

American Society of Mechanical Engineers (ASME)

American Society for Testing and Materials (ASTM)

American Standards Association (ASA)

American Water Works Association (AWWA)
American Welding Society (AWS)
American Wood-Preserver's Association (AWPA)
Anti-Friction Bearing Manufacturers Association (AFBMA)
Building Officials and Code Administrators (BOCA)
Conveyor Equipment Manufacturers Association (CEMA)
Consumer Product Safety Commission (CPSC)
Factory Mutual (FM)
Federal Specifications
Instrument Society of America (ISA)
Institute of Electrical and Electronics Engineers (IEEE)
National and Local Fire Codes
Lightning Protection Institute (LPI)
National Electrical Code (NEC)
National Electrical Manufacturer's Association (NEMA)
National Electrical Safety Code (NESC)
National Electrical Testing Association (NETA)
National Fire Protection Association (NFPA)
Regulations and Standards of the Occupational Safety and Health Act (OSHA)
Southern Building Code Congress International, Inc. (SBCCI)
Sheet Metal & Air Conditioning Contractors National Association (SMACNA)
Standard Building Code
Standard Mechanical Code
Standard Plumbing Code
Uniform Building Code (UBC)
Underwriters Laboratories Inc. (UL)

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

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

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SECTION 01200
PROJECT MEETINGS

PART 1 -- GENERAL

1.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site.
- B. Attendance:
 - 1. Owner
 - 2. Engineer
 - 3. Contractor
 - 4. Major subcontractors
 - 5. Safety representative
 - 6. Representatives of governmental or other regulatory agencies.
- C. Minimum Agenda:
 - 1. Tentative construction schedule
 - 2. Critical work sequencing
 - 3. Designation of responsible personnel
 - 4. Processing of Field Decisions and Change Orders
 - 5. Adequacy of distribution of Contract Documents
 - 6. Submittal of Shop Drawings and samples
 - 7. Procedures for maintaining record documents
 - 8. Use of site and Owner's requirements
 - 9. Major deliveries and priorities
 - 10. Safety and first aid procedures
 - 11. Security procedures

12. Housekeeping procedures
13. Processing of Partial Payment Requests
14. General regard for community relations

1.02 PROGRESS MEETING

- A. Progress meetings will be held monthly at the City of Havelock Public Services Department Office during the performance of the work of this Contract. Additional meetings may be called as progress of work dictates.
- B. Engineer will preside at meetings and record minutes of proceedings and decisions. Engineer will distribute copies of minutes to participants.
- C. Attendance:
 1. Owner
 2. Engineer
 3. Contractor
 4. Subcontractors, only with Owner or Engineer's approval or request, as pertinent to the agenda
- D. Minimum Agenda:
 1. Review and approve minutes of previous meetings.
 2. Review progress of Work since last meeting.
 3. Review proposed 30-60 day construction schedule.
 4. Note and identify problems which impede planned progress.
 5. Develop corrective measures and procedures to regain planned schedule.
 6. Revise construction schedule as indicated and plan progress during next work period.
 7. Maintaining of quality and work standards.
 8. Complete other current business.
 9. Schedule next progress meeting.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

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SECTION 01300

SUBMITTALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Progress Schedule

1. Within thirty (30) days after issuance of the Notice to Proceed, the Contractor shall prepare and submit five (5) copies of his proposed progress schedule to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. Schedule shall be updated monthly, depicting progress to the last day of the month and five (5) copies submitted to the Engineer not later than the fifth day of the month, and prior to the application for progress payment. Failure to provide monthly schedule updates will be grounds for the Engineer or Owner to withhold progress payment approval.
4. Schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each portion of work.
5. Schedule shall be time scaled, identifying the first day of each week. The Schedule shall be provided with estimated dates for Early Start, Early Finish, Late Start and Late Finish. The work shall be scheduled to complete the Project within the Contract time. The Late Finish date shall equal the Contract Completion Date.
6. Schedule shall show duration (number of days) and float for each activity. Float shall be defined as the measure of leeway in starting or completing a scheduled activity without adversely affecting the project completion date established by the Contract Documents.
7. Updated schedule shall show all changes since the previous submittal.
8. All revisions to the schedule must have the prior approval of the Engineer.

B. Equipment and Material Orders Schedule

1. Contractor shall prepare and submit five (5) copies of his schedule of principal items of equipment and materials to be purchased to the Engineer for review and approval.
2. If so required, the schedule shall be revised until it is approved by the Engineer.
3. Schedule shall be updated monthly and five (5) copies submitted to the Engineer not later than the fifth day of every month with the application for progress payment.

4. The updated schedule shall be based on the Progress Schedule developed under the requirements of Paragraph 1.01(A) of this Section.
5. Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:
 - a. Dates on which Shop Drawings are requested and received from the manufacturer.
 - b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.
 - c. Dates on which Shop Drawings are submitted to the Engineer and returned by the Engineer for revision.
 - d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
 - e. Date on which Shop Drawings are returned by Engineer annotated either "Furnish as Submitted" or "Furnish as Corrected".
 - f. Date on which accepted Shop Drawings are transmitted to manufacturer.
 - g. Date of manufacturer's scheduled delivery.
 - h. Date on which delivery is actually made.

C. Working Drawings

1. Within thirty (30) days after the Notice to Proceed, each prime Contractor shall prepare and submit five (5) copies of his preliminary schedule of Working Drawing submittals to the Engineer for review and approval. If so required, the schedule shall be revised until it is approved by the Engineer.
2. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, proposed grading, installation drawings, manufacturer's data, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.
3. Working Drawings shall accurately and clearly present the following:
 - a. All working and installation dimensions.
 - b. Arrangement and sectional views.

4. In the event that the Engineer is required to provide additional engineering services as a result of a substitution of materials or equipment by the Contractor, the additional services will be provided in accordance with Section 01010 - Summary of Work, and will be covered in supplementary or revised Drawings which will be issued to the Contractor. All changes indicated that are necessary to accommodate the equipment and appurtenances shall be incorporated into the Working Drawings submitted to the Engineer.
5. Working Drawings specifically prepared for this Project shall be on mylar or other approved reproducible material sheets of the same size as the Drawings. Working Drawings shall conform to recognized drafting standards and be neat, legible and drawn to a large enough scale to show in detail the required information.
6. The Drawings are used for engineering and general arrangement purposes only and are not to be used for Working Drawings.
7. Shop Drawings
 - a. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
 - b. Structural and all other layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch = 1 foot.
 - c. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.
8. Layout and Installation Drawings
 - a. Contractor shall include swale grading limits in the pre-construction stake-out for approval by the Engineer and provide supplemental site layout and grading plans as required.
9. Contractor Responsibilities
 - a. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.
 - b. All submittals shall be bound, dated, properly labeled and consecutively numbered. Information on the label shall indicate Specification Section, Drawing number, subcontractor's, manufacturer's or supplier's name and the name or type of item the submittal covers. Each part of a submittal shall be marked and tabulated.

- c. Working Drawings shall be submitted as a single complete package including all associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.
 - d. Shop Drawings shall be submitted as a single complete package for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.
 - e. ALL SUBMITTALS SHALL BE THOROUGHLY CHECKED BY THE CONTRACTOR FOR ACCURACY AND CONFORMANCE TO THE INTENT OF THE CONTRACT DOCUMENTS BEFORE BEING SUBMITTED TO THE ENGINEER AND SHALL BEAR THE CONTRACTOR'S STAMP OF APPROVAL CERTIFYING THAT THEY HAVE BEEN SO CHECKED. SUBMITTALS WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL NOT BE REVIEWED BY THE ENGINEER AND WILL BE RETURNED TO THE CONTRACTOR.
 - f. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure.
 - g. No materials or equipment shall be ordered, fabricated, shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated "Furnish as Submitted", "Furnish as Corrected", or "Furnish as Corrected – Confirm." If a submittal is returned "Furnish as Corrected – Confirm" the portions of work covered by the submittal that require confirmation by the Engineer shall not be ordered, fabricated, shipped, or any work performed until those portions are approved in a subsequent submittal either "Furnish as Submitted" or "Furnish as Corrected".
 - h. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.
10. Procedure for Review
- a. Submittals shall be transmitted in sufficient time to allow the Engineer at least thirty (30) working days for review and processing.
 - b. Contractor shall transmit five (5) copies of all technical data or drawing to be reviewed.
 - c. Submittal shall be accompanied by a letter of transmittal containing date, project title, Contractor's name, number and titles of submittals, a list of

relevant specification sections, notification of departures from any Contract requirement, and any other pertinent data to facilitate review.

- d. Submittals will be annotated by the Engineer in one of the following ways:
 - "Furnish as Submitted" (FAS) - no exceptions are taken
 - "Furnish as Corrected" (FAC) - minor corrections are noted and shall be made.
 - "Furnish as Corrected – Confirm" (FACC) - some corrections are noted and a partial resubmittal or additional information are required as specifically requested.
 - "Revise and Resubmit" (R&R) - major corrections are noted and a full resubmittal is required.
 - "For Information Only – Not Reviewed" (FIO) – submittal was received and was distributed for record purposes without review.
- e. If a submittal is satisfactory to the Engineer in full or in part, the Engineer will annotate the submittal "Furnish as Submitted", "Furnish as Corrected", or "Furnish as Corrected – Confirm", retain four (4) copies and return remaining copies to the Contractor. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor. In the case of "Furnish as Corrected – Confirm" a partial resubmittal or additional information are required as specifically requested.
- f. If a full resubmittal is required, the Engineer will annotate the submittal "Revise and Resubmit" and transmit three (3) copies to the Contractor for appropriate action. If reproducible transparencies are submitted, the Engineer will retain the copies and return the reproducible transparencies to the Contractor.
- g. Contractor shall continue to resubmit submittals in part if they are returned "Furnish as Corrected – Confirm" or in full if they are returned "Revise and Resubmit" as required by the Engineer until submittals are acceptable to the Engineer. It is understood by the Contractor that Owner may charge the Contractor the Engineer's charges for review in the event a submittal is not approved (either "Furnish as Submitted" or "Furnish as Corrected") by the third submittal for a system or piece of equipment. These charges shall be for all costs associated with engineering review, meetings with the Contractor or manufacturer, etc., commencing with the fourth submittal of a system or type of equipment submitted for a particular Specification Section.
- h. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances indicated or shown.

11. Engineer's Review

- a. Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.
 - b. Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.
12. Record Working Drawings
- a. Contractor shall maintain current record drawings onsite for the Engineer's review. Record drawings shall be updated monthly at a minimum.
 - b. Prior to final payment, the Contractor shall furnish the Engineer one complete set of all accepted Working Drawings
 - c. Working Drawings furnished shall be corrected to include any departures from previously accepted Drawings.

D. Samples

1. Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Engineer.
2. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the material, trade name of manufacturer and location of the work where the material represented by the sample will be used.
3. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp of approval certifying that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.
4. Engineer's review will be for compliance with the Contract Documents and his comments will be transmitted to the Contractor with reasonable promptness.
5. Accepted samples will establish the standards by which the completed work will be judged.

E. Construction Photographs

1. The Contractor shall engage a competent photographer to take photographs of each work area on a weekly basis and at the following stages: prior to commencement of construction, after bank excavation but before soil lift installation, at construction completion, and other points in construction as directed by the Engineer. Weekly photos are not required for work areas where no construction efforts are in progress.
2. Photographs shall be provided to the Engineer in digital format, with date and time embedded in file information or imprinted on the image.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

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SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Testing Laboratory Services

1. Laboratory testing and checking required by the Specifications, including the cost of transporting all samples and test specimens, shall be provided and paid for by the Contractor unless otherwise indicated in the Specifications.
2. Materials to be tested include, but are not necessarily limited to the following: select backfill, crushed stone or gravel and sand.
3. Tests required by the Owner shall not relieve the Contractor from the responsibility of supplying test results and certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
4. Procedure
 - a. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests.
 - b. The collection, field preparation and storage of field samples and test specimens shall be as directed by the Engineer with the cooperation of the Contractor.
5. Significance of Tests
 - a. Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or noncompliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the Owner, that the initial samples were not representative of actual conditions.
6. Supplementary and Other Testing
 - a. Nothing shall restrict the Contractor from conducting tests he may require. Should the Contractor at any time request the Owner to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.

1.02 IMPERFECT WORK, EQUIPMENT, OR MATERIALS

- A. Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.
- B. The Engineer may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or material was not impaired, consistent with the final general appearance of same, the work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials has been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

1.03 INSPECTION AND TESTS

- A. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the work. He shall advise the Engineer promptly upon placing orders for material and equipment so that arrangements may be made, if desired, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and his representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. The Contractor must anticipate possible delays that may be caused in the execution of his work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Engineer for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.
- B. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other Sections of the Specifications. The Contractor shall also place his orders for such equipment on the basis that, after the equipment has been tested prior to final acceptance of the work, the manufacturer will furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Section which covers a particular piece of equipment.
- C. Where other tests or analyses are specifically required in other Sections of these Specifications, the cost thereof shall be borne by the party (Owner or Contractor) so designated in such Sections. The Owner will bear the cost of all tests, inspections, or investigations undertaken by the order of the Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspection, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Engineer as a result of such tests,

inspections, or investigations, the Contractor shall bear the full cost thereof or shall reimburse the Owner for said cost. In this connection, the cost of any additional tests and investigations, which are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by the Contractor.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

- - END OF SECTION - -

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SECTION 01530

PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
- B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract, except as provided for in Article 14.05 of the Supplementary Conditions.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Engineer.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The General Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and

obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

- B. Each Contractor shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the Owner's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly owned and privately owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If an interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he shall modify the design as required. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.
- E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

-- END OF SECTION --

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SECTION 01550

SITE ACCESS AND STORAGE

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Access Roads

1. The General Contractor shall construct and maintain such temporary access roads as required to perform the work of this Contract.
2. Access roads, where possible, shall be located over the areas of the future road system.
3. Access roads shall be located within the property lines of the Owner unless the Contractor independently secures easements for his use and convenience. Contractor shall submit written documentation to the Engineer for any Contractor secured easements across privately held property. Easement agreement shall specify terms and conditions of use and provisions for site restoration. A written release from the property owner certifying that all terms of the easement agreement have been complied by the Contractor shall be furnished to the Engineer prior to final payment.
4. Existing access roads used by the Contractor shall be suitably maintained by the Contractor at his expense during construction. Contractor shall not be permitted to restrict Owner access to existing facilities. Engineer may direct Contractor to perform maintenance of existing access roads when Engineer determines that such work is required to insure all weather access by the Owner.
5. The Contractor shall obtain and pay all cost associated with any bonds required by the N.C. Department of Transportation for the use of State maintained roads.

B. Parking Areas

1. Each Contractor shall construct and maintain suitable parking areas for his construction personnel on the project site where approved by the Engineer and the Owner.

C. Restoration

1. At the completion of the work, the surfaces of land used for access roads and parking areas shall be restored by each Contractor to its original condition and to the satisfaction of the Engineer. At a minimum, such restoration shall include establishment of a permanent ground cover adequate to restrain erosion for all disturbed areas.

D. Traffic Regulations

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

E. Storage of Equipment and Materials

1. Contractor shall store his equipment and materials at the job site in accordance with the requirements of the General Conditions, the Supplemental Conditions, and as hereinafter specified. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations and rulings of the public authority having jurisdiction.
2. Contractor shall enforce the instructions of Owner and Engineer regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.
3. Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.
4. Contractor shall not store unnecessary materials or equipment on the job site, and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons.
5. Materials shall not be placed within ten (10) feet of fire hydrants. Gutters, drainage channels and inlets shall be kept unobstructed at all times, except as required for purposes of sediment and erosion control.
6. Contractor shall provide adequate temporary storage buildings/facilities, if required, to protect materials or equipment on the job site.

PART 2 -- PRODUCTS

(NOT USED)

PART 3 -- EXECUTION

(NOT USED)

- END OF SECTION -

SECTION 01700
PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 THE REQUIREMENT

A. Final Cleaning

1. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his Subcontractors may have used in the performance of the work. Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.
2. Contractor shall maintain cleaning until project, or portion thereof, is occupied by the Owner.

B. Final Cleanup; Site Rehabilitation

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

C. Final Inspection

1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.
2. When the Contractor has finally cleaned and repaired the whole or any portion of the work, he shall notify the Engineer that he is ready for final inspection of the whole or a portion of the work, and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs, or replacement.
3. When such further cleaning or repairing is completed, the Engineer, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the

Contractor has complied with the requirements set forth, and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

D. Project Close Out

1. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his contract:
 - a) Required testing of project components.
 - b) Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
 - c) Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.
2. In addition, and before the Certificate of Substantial Completion is issued, the Contractor shall submit to the Engineer (or to the Owner if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents:
 - a) Test results of project components.
 - b) Certification of equipment or materials in compliance with Contract Documents.
 - c) One set of neatly marked up record drawings showing as built changes and additions to the work under his Contract.
 - d) Any special guarantees or bonds (Submit to Owner).
3. The Contractor's attention is directed to the fact that required certifications and information under Item 3 above, must actually be submitted earlier in accordance with other Sections of the Specifications.

PART 2 – PRODUCTS
(NOT USED)

PART 3 – EXECUTION
(NOT USED)

-- END OF SECTION --

SECTION 02100

CLEARING, GRUBBING, AND SITE PREPARATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Includes all labor, material, equipment and appliances required for the complete execution of any additions, modifications, or alterations to existing building(s) or roadways and new construction work as shown on the Drawings and specified herein.
- B. Principal items of work include:
 - 1. Notifying all authorities owning utility lines running to or on the property. Protecting and maintaining all utility lines to remain and capping those that are not required in accordance with instructions of the Utility Companies, and all other authorities having jurisdiction.
 - 2. Clearing the site within the Contract Limit Lines, including removal of grass, brush, shrubs, trees, loose debris and other encumbrances except for trees marked to remain.
 - 3. Boxing and protecting all trees, shrubs, lawns and the like within areas to be preserved.
 - 4. All injury to trees, shrubs, and other plants caused by site preparation operations shall be repaired immediately. Work shall be done by qualified personnel in accordance with standard horticultural practice and as approved by the Engineer.
 - 5. Removing topsoil to its full depth from designated areas and stockpiling on site where directed by the Engineer for future use.
 - 6. Disposing from the site all debris resulting from work under this Section at a properly permitted facility.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02200 - Earthwork

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. North Carolina Administrative Code, Title 15, Chapter 2.

1.04 STREET AND ROAD BLOCKAGE

(NOT USED)

1.05 PROTECTION OF PERSONS AND PROPERTY

- A. All work shall be performed in such a manner to protect all personnel, workmen, pedestrians and adjacent property and structures from possible injury and damage.
- B. All conduits, wires, cables and appurtenances above or below ground shall be protected from damage.
- C. Provide warning and barrier fence where shown on the Drawings and as specified herein.

PART 2 – PRODUCTS

2.01 WARNING AND BARRIER FENCE

- A. The fence shall be made of a visible, lightweight, flexible, high strength polyethylene material. The fence shall be MIRASAFE as manufactured by Mirafi, Inc., or equal.

PART 3 -- EXECUTION

3.01 CLEARING OF SITE

- A. Before removal of topsoil, and start of excavation and grading operations, the areas within the clearing limits shall be cleared and grubbed.
- B. Clearing shall consist of cutting, removal, and satisfactory disposal of all trees, fallen timber, brush, bushes, rubbish, sanitary landfill material, fencing, and other perishable and objectionable material within the areas to be excavated or other designated areas. Prior to the start of construction, the Contractor shall survey the entire Contract site and shall prepare a plan which defines the areas to be cleared and grubbed, trees to be pruned, extent of tree pruning, and/or areas which are to be cleared but not grubbed. This plan shall be submitted to the Engineer for approval. Should it become necessary to remove a tree, bush, brush or other plants adjacent to the area to be excavated, the Contractor shall do so only after permission has been granted by the Engineer.
- C. Excavation resulting from the removal of trees, roots and the like shall be filled with suitable material free from rubbish and debris, as approved by the Engineer, and thoroughly compacted per the requirements contained in Section 02200, Earthwork.
- D. In temporary construction easement locations, only those trees and shrubs shall be removed which are in actual interference with excavation or grading work under this Contract, and removal shall be subject to approval by the Engineer. However, the Engineer reserves the right to order additional trees and shrubs removed at no additional cost to the Owner, if such, in his opinion, are too close to the work to be maintained or have become damaged due to the Contractor's operations.

3.02 STRIPPING AND STOCKPILING EXISTING TOPSOIL

- A. Existing topsoil and sod on the site within areas designated on the Drawings shall be stripped to whatever depth it may occur and stored in locations directed by the Engineer.
- B. The topsoil shall be free of stones, roots, brush, rubbish, or other unsuitable materials before stockpiling the topsoil.
- C. Care shall be taken not to contaminate the stockpiled topsoil with any unsuitable materials.

3.03 GRUBBING

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

3.04 DISPOSAL OF MATERIAL

- A. All debris resulting from the clearing and grubbing work shall be disposed of by the Contractor as part of the work of this Contract at a properly permitted facility. Material designated by the Engineer to be salvaged shall be stored on the construction site as directed by the Engineer for reuse in this Project or removal by others.
- B. Burning of any debris resulting from the clearing and grubbing work will not be permitted at the site.

3.05 WARNING AND BARRIER FENCE

- A. The fence shall be made of a visible, lightweight, flexible, high strength polyethylene material. The fence shall be MIRASAFE as manufactured by Mirafi, Inc., or equal.
- B. Physical Properties

Fence:

Color:	International Orange
Roll Size:	4' x 164'
Roll weight:	34 lbs.
Mesh opening:	1-1/2" x 3"

Posts:

ASTM Designation:	ASTM 702
Length:	5 feet long (T-Type)
Weight:	1.25 #/Foot (min)
Area of Anchor Plate:	14 Sq. In.

- C. Drive posts 12 to 18 inches into ground every 10' to 12'. Wrap fence material around first terminal post allowing overlap of one material opening. Use metal tie wire or plastic tie wrap to fasten material to itself at top, middle and bottom. At final post, cut with utility knife or scissors at a point halfway across an opening. Wrap around and tie at final post in the same way as the first post.
- D. Use tie wire or tie wrap at intermediate posts and splices as well. Thread ties around a vertical member of the fence material and the post, and bind tightly against the post. For the most secure fastening, tie at top, middle and bottom. Overlap splices a minimum of four fence openings, tie as above, fastening both edges of the fence material splice overlap.

- END OF SECTION -

SECTION 02200

EARTHWORK

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Furnish all labor, equipment and materials required to complete all work associated with excavation, including off-site borrow excavation, dewatering, backfill, drainage layers beneath and around structures, foundation and backfill stone, filter fabric, embankments, stockpiling topsoil and any excess suitable material in designated areas, in place compaction of embankments, backfill and subgrades beneath foundations and roadways, excavation support, disposing from the site all unsuitable materials, providing erosion and sedimentation control grading, site grading and preparation of pavement and structure subgrade, and other related and incidental work as required to complete the work shown on the Drawings and specified herein.
- B. All excavations shall be in conformity with the lines, grades, and cross sections shown on the Drawings or established by the Engineer.
- C. It is the intent of this Specification that the Contractor conduct the construction activities in such a manner that erosion of disturbed areas and off-site sedimentation be absolutely minimized.
- D. All work under this Contract shall be done in conformance with and subject to the limitations of the latest editions of the North Carolina Department of Transportation Standard Specifications for Roads and Structures and the North Carolina Erosion and Sediment Control Planning and Design Manual.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Requirements of related work are included in Division 1 and Division 2 of these Specifications.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of the other requirements of the Specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced Specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest edition.
 - 2. North Carolina Erosion and Sediment Control Planning and Design Manual, latest edition

3. American Society for Testing and Materials (ASTM):

ASTM C 127	Test for Specific Gravity and Absorption of Coarse Aggregate.
ASTM C 136	Test for Sieve Analysis of Fine and Coarse Aggregates.
ASTM D 422	Particle Size Analysis of Soils.
ASTM D 423	Test for Liquid Limit of Soils.
ASTM D 424	Test for Plastic Limit and Plasticity Index of Soils.
ASTM C 535	Test for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM D 698	Standard Method of Test for the Moisture - Density Relations of Soils Using a 5.5 lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop.
ASTM D1556	Test for Density of Soil in Place by the Sand-Cone Method.
ASTM D1557	Test for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10-lbs. (4.5 kg) Rammer and 18-inch (457 mm) Drop.
ASTM D2049	Test Method for Relative Density of Cohesionless Soils.
ASTM D2167	Test for Density of Soil in Place by the Rubber-Balloon Method.
ASTM D2216	Test for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil Aggregate Mixtures.
ASTM D2487	Test for Classification of Soils for Engineering Purposes.
ASTM D2922	Test for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.04 SUBSURFACE CONDITIONS

- A. Attention is directed to the fact that there may be water pipes, storm drains and other utilities located in the area of proposed excavation. Perform all repairs to same in the event that excavation activities disrupt service.

1.05 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in Section 01300 - Submittals, the Contractor shall submit the following:
1. Name and location of all material suppliers.

2. Certificate of compliance with the standards specified above for each source of each material.
3. List of disposal sites for waste and unsuitable materials and all required permits for use of those sites.
4. Plans and cross sections of open cut excavations showing side slopes and limits of the excavation at grade.
5. Samples of synthetic filter fabric and reinforced plastic membrane with manufacturer's certificates or catalog cuts stating the mechanical and physical properties. Samples shall be at least one (1) foot wide and four (4) feet long taken across the roll with the warp direction appropriately marked.
6. Construction drawings and structural calculations for any types of excavation support required. Drawings and calculations shall be sealed by a currently registered Professional Engineer in the State of North Carolina.
7. Monitoring plan and pre-construction condition inspection and documentation of all adjacent structures, utilities, and roadways near proposed installation of excavation support systems.
8. Dewatering procedures.

1.06 PRODUCT HANDLING

- A. Soil and rock material shall be excavated, transported, placed, and stored in a manner so as to prevent contamination, segregation and excessive wetting. Materials which have become contaminated or segregated will not be permitted in the performance of the work and shall be removed from the site.

PART 2 -- PRODUCTS

2.01 SELECT FILL

- A. Soils from the excavations meeting requirements stipulated herein with the exceptions of topsoil and organic material may be used as select fill for backfilling, constructing embankments, reconstructing existing embankments, and as structural subgrade support.
- B. Select fill used for embankment construction shall be a silty or clayey soil material with a Maximum Liquid Limit (LL) of 50 and a Plasticity Index (PI) between 6 and 20.
- C. Select fill used for backfilling shall either be material as described in Paragraph B above or a granular soil material with a Maximum Plasticity Index (PI) of 5.
- D. Regardless of material used as select fill, materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum density except that the moisture content shall not be more than 1% below nor more than 4% above the optimum moisture content for the particular material tested in accordance with the ASTM D698.

- E. Select fill used as subgrade support shall be a coarse aggregate material meeting the gradation requirements of #57 or #78 aggregates in accordance with ASTM C-33, or Aggregate Base Course (ABC) as defined in Section 02207 – Aggregate Materials.
- F. Where excavated material does not meet requirements for select fill, Contractor shall furnish off-site borrow material meeting the specified requirements herein. Determination of whether the borrow material will be paid for as an extra cost will be made based on Article 4 of the General Conditions, as amended by the Supplementary Conditions. When the excavated material from required excavations is suitable for use as backfill, bedding, or embankments, but is replaced with off-site borrow material for the Contractor's convenience, the costs associated with such work and material shall be borne by the Contractor.

2.02 TOPSOIL

- A. Topsoil shall be considered the surface layer of soil and sod, suitable for use in seeding and planting. It shall contain no mixture of refuse or any material toxic to plant growth.

2.03 GEOTEXTILES

- A. The Contractor shall provide geotextiles as indicated on the Drawings and specified herein. The materials and placement shall be as indicated under Section 02274 – Geotextiles and Section 02264 – Geotextile for Streamwork.

PART 3 -- EXECUTION

3.01 STRIPPING OF TOPSOIL

- A. In all areas to be excavated, filled, paved, or graveled the topsoil shall be stripped to its full depth and shall be deposited in storage piles on the site, at locations designated by the Engineer, for subsequent reuse. Topsoil shall be kept separated from other excavated materials and shall be piled free of roots and other undesirable materials.

3.02 EXCAVATION

- A. All material excavated, regardless of its nature or composition, shall be classified as UNCLASSIFIED EXCAVATION. Excavation shall include the removal of all soil, rock, weathered rock, rocks of all types, boulders, conduits, pipe, and all other obstacles encountered and shown to be removed within the limits of excavation shown on the Drawings or specified herein. The cost of excavation shall be included in the Lump Sum Bid Price and no additional payment will be made for the removal of obstacles encountered within the excavation limits shown on the Drawings and specified herein.
- B. All suitable material removed in the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and at such other places as may be indicated on the Drawings or indicated by the Engineer. No excavation shall be wasted except as may be permitted by the Engineer. Refer to the drawings for specific location and placement of suitable excavated materials in the formation of embankments, backfill, and structural and roadway foundations. THE ENGINEER WILL DESIGNATE MATERIALS THAT ARE UNSUITABLE. The Contractor shall furnish properly permitted off-site disposal areas for the unsuitable material. Where suitable materials containing excessive moisture are encountered above grade in cuts, the Contractor shall construct above grade ditch

drains prior to the excavation of the cut material when in the opinion of the Engineer such measures are necessary to provide proper construction.

- C. All excavations shall be made in the dry and in such a manner and to such widths as will give ample room for properly constructing and inspecting the structures and/or piping they are to contain and for such excavation support, pumping and drainage as may be required. Excavation shall be made in accordance with the grades and details shown on the Drawings and as specified herein.
- D. Excavation slopes shall be flat enough to avoid slides that will cause disturbance of the subgrade or damage of adjacent areas. Excavation requirements and slopes shall be as indicated in the Drawings. The Contractor shall intercept and collect surface runoff both at the top and bottom of cut slopes. The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded as shown on the Drawings or as may be indicated by the Engineer. Concurrent with the excavation of cuts the Contractor shall construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown on the Drawings or designated by the Engineer. All slopes shall be finished to reasonably uniform surfaces acceptable for seeding and mulching operations. No rock or boulders shall be left in place which protrude more than 1 foot within the typical section cut slope lines, and all rock cuts shall be cleaned of loose and overhanging material. All protruding roots and other objectionable vegetation shall be removed from slopes. The Contractor shall be required to submit plans of open-cut excavation for review by the Engineer before approval is given to proceed.
- E. It is the intent of these Specifications that all structures shall bear on an aggregate base, crushed stone or screened gravel bedding placed to the thickness shown on the Drawings, specified in these Specifications, or not less than 6-inches.
- F. The bottom of all excavations for structures and pipes shall be available for examination by the Engineer for bearing value and the presence of unsuitable material. If, in the opinion of the Engineer, additional excavation is required due to the low bearing value of the subgrade material, or if the in-place soils are soft, yielding, pumping and wet, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted select fill, and/or crushed stone or screened gravel as indicated by the Engineer. Payment for such additional work ordered by the Engineer shall be made as an extra by a Change Order in accordance with the General Conditions and Division 1. No payment will be made for subgrade disturbance caused by inadequate dewatering or improper construction methods.
- G. All cuts shall be brought to the grade and cross section shown on the Drawings, or established by the Engineer, prior to final inspection and acceptance by the Engineer.
- H. Slides and overbreaks which occur due to negligence, carelessness or improper construction techniques on the part of the Contractor shall be removed and disposed of by the Contractor as indicated by the Engineer at no additional cost to the Owner. If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion and sedimentation control operations shall be performed.
- I. Where the excavation exposes sludge, sludge contaminated soil or other odorous materials, the Contractor shall cover such material at the end of each workday with a minimum of 6-inches and a maximum of 24-inches of clean fill. The work shall be an odor abatement

measure and the material shall be placed to the depth deemed satisfactory by the Engineer for this purpose.

3.03 EXCAVATION SUPPORT

- A. The Contractor shall furnish, place, and maintain such excavation support which may be required to support sides of excavation or to protect pipes and structures from possible damage and to provide safe working conditions. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he may order additional supports put in at the expense of the Contractor. The Contractor shall be responsible for the adequacy of all supports used and for all damage resulting from failure of support system or from placing, maintaining and removing it.
- B. Selection of and design of any proposed excavation support systems is exclusively the responsibility of the Contractor. Contractor shall provide design of excavation support system accounting for full support of existing structures during construction, including settlement calculations. Design shall take all relevant site, anticipated loading, and soil conditions into account. Contractor shall submit drawings and calculations on proposed systems sealed by a Professional Engineer currently registered in the State of North Carolina.
- C. The Contractor shall exercise caution in the installation and removal of supports to insure that excessive or unusual vibrations or loadings are not transmitted to any new or existing structure. The Contractor shall promptly repair at his expense any and all damage that can be reasonably attributed to installation or removal of excavation support system.
- D. Contractor shall monitor vibration and movement in the excavation support systems as well as vibration and movement at adjacent structures, utilities and roadways near excavation supports. Contractor shall submit a monitoring plan developed by the excavation support design engineer. All pre-construction condition assessment and documentation of adjacent structures on-site and off-site shall be performed by the Contractor. If any sign of distress such as cracking or movement occurs in any adjacent structure, utility or roadway during installation of supports, subsequent excavation, service period of supports, subsequent backfill and construction, or removal of supports, Engineer shall be notified immediately. Contractor shall be exclusively responsible for any damage to any roadway, structure, utility, pipes, etc. both on-site and off-site, as a result of his operations.
- E. All excavation supports shall be removed upon completion of the work except as indicated herein. The Engineer may permit supports to be left in place at the request and expense of the Contractor. The Engineer may order certain supports left permanently in place in addition to that required by the Contract. The cost of the materials so ordered left in place, less a reasonable amount for the eliminated expense of the removal work omitted, will be paid as an extra by a Change Order in accordance with the General Conditions and Division 1. Any excavation supports left in place shall be cut off at least two (2) feet below the finished ground surface or as directed by the Engineer.

3.04 PROTECTION OF SUBGRADE

- A. To minimize the disturbance of bearing materials and provide a firm foundation, the Contractor shall comply with the following requirements:

1. Use of heavy rubber-tired construction equipment shall not be permitted on the final subgrade unless it can be demonstrated that drawdown of groundwater throughout the entire area of the structure is at least 3 feet below the bottom of the excavation (subgrade). Even then, the use of such equipment shall be prohibited should subgrade disturbance result from concentrated wheel loads.
2. Subgrade soils disturbed through the operations of the Contractor shall be excavated and replaced with compacted select fill or crushed stone at the Contractor's expense as indicated by the Engineer.
3. The Contractor shall provide positive protection against penetration of frost into materials below the bearing level during work in winter months. This protection can consist of a temporary blanket of straw or salt hay covered with a plastic membrane or other acceptable means.

3.05 PROOFROLLING

- A. The subgrade of all structures and all areas that will support pavements or select fill shall be proofrolled. After stripping of topsoil, excavation to subgrade and prior to placement of fills, the exposed subgrade shall be carefully inspected by probing and testing as needed. Any topsoil or other organic material still in place, frozen, wet, soft, or loose soil, and other undesirable materials shall be removed. The exposed subgrade shall be proofrolled with a heavily loaded tandem-wheeled dump truck to check for pockets of soft material hidden beneath a thin crust of better soil. Any unsuitable materials thus exposed shall be removed and replaced with an approved compacted material.

3.06 DEWATERING

- A. Dewatering shall be carried out in accordance with Specification Section 02241, Dewatering and Flow Diversion for Streamwork.

3.07 EMBANKMENTS

- A. The Contractor shall perform the construction of embankments in such a manner that cut and fill slopes will be completed to final slopes and grade in a continuous operation. The operation of removing excavation material from any cut and the placement of embankment in any fill shall be a continuous operation to completion unless otherwise permitted by the Engineer.
- B. Surfaces upon which embankments are to be constructed shall be stripped of topsoil, organic material, rubbish and other extraneous materials. After stripping and prior to placing embankment material, the Contractor shall compact the top 12-inches of in place soil as specified under Paragraph 3.09, COMPACTION.
- C. Any soft or unsuitable materials revealed before or during the in place compaction shall be removed as indicated by the Engineer and replaced with select fill.
- D. Ground surfaces on which embankment is to be placed, shall be scarified or stepped in a manner which will permit bonding of the embankment with the existing surface. The embankment soils shall be as specified under Part 2 - Products, and shall be deposited and spread in successive, uniform, approximately horizontal layers not exceeding 8-inches in compacted depth for the full width of the cross section, and shall be kept approximately level

by the use of effective spreading equipment. Hauling shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form during the construction of the embankment. The embankment shall be properly drained at all times. Each layer of the embankment shall be thoroughly compacted to the density specified under Paragraph 3.09, COMPACTION.

- E. The embankment or fill material in the layers shall be of the proper moisture content before rolling to obtain the prescribed compaction. Wetting or drying of the material and manipulation when necessary to secure a uniform moisture content throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on all portions of the embankment thus affected shall be delayed until the material has dried to the required moisture content. Samples of all embankment materials for testing, both before and after placement and compaction, will be taken at frequent intervals. From these tests, corrections, adjustments, and modifications of methods, materials, and moisture content will be made to construct the embankment.
- F. Where embankments are to be placed and compacted on hillsides, or when new embankment is to be compacted against embankments, or when embankment is built in part widths, the slopes that are steeper than 4:1 shall be loosened or plowed to a minimum depth of 6 inches or, if in the opinion of the Engineer, the nature of the ground is such that greater precautions should be taken to bind the fill to the original ground then benches shall be cut in the existing ground as indicated by Engineer.
- G. When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portions of the embankments and the other material which meets the requirements for select fill shall be incorporated into the formation of the embankments. Stones or fragmentary rock larger than 4-inches in their greatest dimension will not be allowed within the top 6-inches of the final grade. Stones, fragmentary rock, or boulders larger than 12-inches in their greatest dimension will not be allowed in any portions of embankments and shall be disposed of by the Contractor as indicated by the Engineer. When rock fragments or stone are used in embankments, the material shall be brought up in layers as specified or directed and every effort shall be exerted to fill the voids with finer material to form a dense, compact mass which meets the densities specified for embankment compaction.

3.08 BACKFILLING

- A. All structures and pipes shall be backfilled with the type of materials shown on the Drawings and specified herein. Select fill shall be deposited in successive, uniform, approximately horizontal layers not exceeding 8-inches in compacted depth for the full width. Stones or fragmentary rock larger than 4-inches in their greatest dimension will not be allowed within the top 6-inches of the ground nor within 6 inches of pipes. No stone or fragmentary rock larger than 12-inches in their greatest dimension will be allowed for any portion of backfill. Compaction shall be in accordance with the requirements of Paragraph 3.09, COMPACTION.
- B. Where excavation support is used, the Contractor shall take all reasonable measures to prevent loss of support beneath and adjacent to pipes and existing structures when supports are removed. If significant volumes of soil cannot be prevented from clinging to the extracted supports, the voids shall be continuously backfilled as rapidly as possible. The

Contractor shall thereafter limit the depth below subgrade that supports will be installed in similar soil conditions or employ other appropriate means to prevent loss of support.

3.09 COMPACTION

- A. The Contractor shall compact embankments, backfill, crushed stone, aggregate base, and in place subgrade in accordance with the requirements of this Section. The densities specified herein refer to percentages of maximum density as determined by the noted test methods. Compaction of materials on the project shall be in accordance with the following schedule:

	Density % Std. Proctor (D698)	Density % Mod. Proctor (D1557)	Max. Lift Thickness as Compacted Inches
Embankments Beneath Structures*	98	95	8
Other Embankments	95	92	8
Top Soil	80	77	8
Backfill Around Structures	95	92	8
Backfill in Pipe Trenches	95	92	8
Crushed Stone Beneath Structures	**	**	12
Select Sand	--	98	8
Aggregate Base Course (ABC) Beneath Pavements and Structures	--	98	8
Crushed Stone Backfill	**	**	12
Crushed Stone Pipe Bedding	**	**	12
In place Subgrade Beneath Structures	98	95	Top 12-inches

* Embankments beneath structures shall be considered to include a zone 10 feet out from the foundation of the structure extending down to the natural ground on a 45° slope.

** The crushed stone aggregate shall be compacted to a degree acceptable to the Engineer by use of a vibratory compactor and/or crawler tractor.

- B. Field density tests may be performed by the Engineer to determine if the specified densities have been achieved, and these tests shall be the basis for accepting or rejecting the compaction. In-place density tests will be performed in accordance with ASTM D 1556, ASTM D 2167, or ASTM D 2922. The Engineer will be the sole judge as to which test method will be the most appropriate. Failure to achieve the specified densities shall require the Contractor to re-compact the material or remove it as required. The Contractor shall, if necessary, increase his compactive effort by increasing the number of passes, using heavier or more suitable compaction equipment, or by reducing the thickness of the layers. The Contractor shall adjust the moisture contents of the soils to bring them within the optimum range by drying them or adding water as required.

- C. Testing will be performed as frequently as deemed necessary by the Engineer. As a minimum, one in-place density test shall be performed for each 1000 cubic yards of embankment placed and 500 cubic yards of backfill placed or one test performed each day for either.

3.10 REMOVAL OF EXCESS AND UNSUITABLE MATERIALS

- A. The Contractor shall remove and dispose of off-site all unsuitable materials. Within thirty (30) consecutive days after Notice to Proceed, the Contractor shall submit to the Engineer for review all required permits and a list of disposal sites for the unsuitable materials. If the disposal site is located on private property, the submittal shall also include written permission from the owner of record.
- B. All unsuitable materials shall be disposed of in locations and under conditions that comply with federal, state and local laws and regulations.
- C. The Contractor shall obtain an off-site disposal area prior to beginning demolition or excavation operations.
- D. Any surplus excavated material not used for backfilling or embankment suitable for reuse shall be deposited on-site in the disposal area indicated on the Drawings or as directed by the Engineer. Approved disposal areas may also be used by the Contractor for spreading and drying any excavated material suitable as select fill that is too wet for use immediately after being excavated. The Contractor shall maintain the earth surfaces of the disposal area, both during the work and until the completion of all seeding and mulching or other erosion control measures specified, in a manner which will effectively control erosion and sedimentation. If necessary, the Contractor shall clear and grub the disposal site prior to any excavation work.
 - 1. Earth waste shall be shaped to contours which are comparable to and blend in with the adjacent topography where practical, but in no case will slopes steeper than 3 horizontal to 1 vertical be permitted.
 - 2. Seeding and mulching shall be performed over all the earth waste area. The work of seeding and mulching shall be performed in accordance with Section 02910 - Final Grading and Landscaping.
 - 3. The Engineer shall have the authority to establish whatever additional requirements may be necessary to insure the satisfactory appearance of the completed work.
- E. When all excess and unsuitable material disposal operations are completed, the Contractor shall leave the disposal sites in a condition acceptable to the Owner and Owner(s) of the disposal site(s).

3.11 BORROW EXCAVATION

- A. Description

The work covered by this section consists of the excavation of approved material from borrow sources and the hauling and utilization of such material as required on the Drawings or directed by the Engineer. It shall also include the removing, stockpiling, and replacement of topsoil on the borrow source; the satisfactory disposition of material from the borrow

source which is not suitable for use; and the satisfactory restoration of the borrow source and haul roads to an acceptable condition upon completion of the work.

Borrow excavation shall not be used before all available suitable unclassified excavation has been used for backfill and incorporated into the embankments.

B. Coordination with Seeding Operations

The Contractor shall coordinate the work covered by this section with the construction of embankments so that the requirements of Section 02200 are met.

C. Materials

All material shall meet the requirements of Division 2 shown below:

Borrow MaterialSection 02200, Subsection 2.01 - Select Fill

D. Construction Methods

1. General

The surface of the borrow area shall be thoroughly cleared and grubbed and cleaned of all unsuitable material including all organics, topsoil, etc., before beginning the excavation. Disposal of material resulting from clearing and grubbing shall be in accordance with Section 02100.

Each borrow operation shall not be allowed to accumulate exposed, erodible slope area in excess of 1 acre at any one given time without the Contractor's beginning permanent seeding and mulching of the borrow source or other erosion control measures as may be approved by the Engineer.

The topsoil shall be removed and stockpiled at locations that will not interfere with the borrow operations and that meet the approval of the Engineer. Temporary erosion control measures shall be installed as may be necessary to prevent the erosion of the stockpile material. Once all borrow has been removed from the source or portion thereof, the stockpiled topsoil shall be spread uniformly over the source.

Where it is necessary to haul borrow material over existing roads, the Contractor shall use all necessary precautions to prevent damage to the existing roads. The Contractor shall also conduct his hauling operations in such a manner as to not interfere with the normal flow of traffic and shall keep the traffic lanes free from spillage at all times.

2. Owner Furnished Sources

Where borrow sources are furnished by the Owner the location of such sources will be as designated on the Drawings or as directed by the Engineer.

The Owner will furnish the necessary haul road right-of-way at locations designated by the Engineer. All haul roads required shall be built, maintained, and when directed by the Engineer, obliterated, at no cost to the Owner. Where the haul road is to be reclaimed for cultivation the Contractor shall plow or scarify the area to a

minimum depth of 8 inches.

The borrow sources shall be left in a neat and presentable condition after use. All slopes shall be smoothed, rounded, and constructed not steeper than 3:1. Where the source is to be reclaimed for cultivation the source shall be plowed or scarified to a minimum depth of 8 inches, disc harrowed, and terraces constructed. The source shall be graded to drain such that no water will collect or stand and a functioning drainage system shall be provided.

All sources shall be seeded and mulched in accordance with Section 02276.

3. Contractor Furnished Sources

Prior to the approval of any off-site borrow source(s) developed for use on this project, the Contractor shall obtain all required local, State, and Federal permits which may be required including certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow source(s) will have no effect on any known district, site building, structure, or object that is included or eligible for inclusion in the National Register of Historic Places. A copy of this certification shall be furnished to the Engineer prior to performing any work on the proposed borrow source.

The approval of borrow sources furnished by the Contractor shall be subject to the following conditions:

- a. The Contractor shall be responsible for acquiring the right to take the material and any rights of access that may be necessary; for locating and developing the source; and any clearing and grubbing and drainage ditches necessary.

Such right shall be in writing and shall include an agreement with the Owner that the borrow source may be dressed, shaped, seeded, mulched, and drained as required by these Specifications after all borrow has been removed.

- b. Except where borrow is to be obtained from a commercial source, the Contractor and the property owner shall jointly submit a borrow source development, use, and reclamation plan to the Engineer for his approval prior to engaging in any land disturbing activity on the proposed source other than material sampling that may be necessary. The Contractor's plan shall address the following:

- (1) Drainage

The source shall be graded to drain such that no water will collect or stand and a functioning drainage system shall be provided. If drainage is not practical, and the source is to serve as a pond, the minimum average depth below the water table shall be 4 feet or the source graded so as to create wetlands as appropriate.

- (2) Slopes

The source shall be dressed and shaped in a continuous manner to contours which are comparable to and blend in with the adjacent topography, but in no case will slopes steeper than 3:1 be permitted.

(3) Erosion Control

The plan shall address the temporary and permanent measures that the Contractor intends to employ during use of the source and as a part of the reclamation. The Contractor's plan shall provide for the use of staged permanent seeding and mulching on a continual basis while the source is in use and the immediate total reclamation of the source when no longer needed.

4. Maintenance

During construction and until final acceptance the Contractor shall use any methods approved by the Engineer which are necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

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SECTION 02207

AGGREGATE MATERIALS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish all labor, equipment and materials required to complete all work associated with the installation of aggregate material beneath foundations, as backfill and as roadway subgrades and other related and incidental work as required to complete the work shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01090 - Reference Standards
- B. Section 02200 - Earthwork
- C. Section 02276 - Erosion and Sedimentation Control
- D. Section 02910 - Final Grading and Landscaping

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the other requirements of the Specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - 1. North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
 - 2. ASTM C 127 Test for Specific Gravity and Absorption of Coarse Aggregate.
 - 3. ASTM C 136 Test for Sieve Analysis of Fine and Coarse Aggregates.
 - 4. ASTM C 535 Test for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Materials gradation and certification.
 - 2. ASTM C127, ASTM C136, and ASTM C535 test results

PART 2 -- PRODUCTS

2.01 CRUSHED STONE, SCREENED GRAVEL and AGGREGATE BASE COURSE (ABC)

- A. Crushed stone or screened gravel shall meet the requirements of Aggregate Standard Size No. 57 or No. 67 as defined by NCDOT Standard Specifications.
- B. ABC shall meet the requirements of ABC as defined by NCDOT Standard Specifications.

2.02 SELECT SAND

- A. Select sand shall meet the requirements of Sections 1005 and 1014 of the NCDOT Standard Specifications for materials and gradation. The size used shall be Standard Size No. 2S or 2MS as listed and defined in Table 1005-2, "Aggregate Gradation", of the NCDOT Standard Specifications.

PART 3 -- EXECUTION

3.01 CRUSHED STONE, SCREENED GRAVEL AND AGGREGATE BASE COURSE (ABC)

- A. Contractor shall install crushed stone, screened gravel and ABC in accordance with the NCDOT Standard Specifications and as shown on the Drawings and indicated in the Contract Documents.
 - 1. Unless otherwise stated herein or shown on the Drawings, all mat foundations (bottom slabs) for the proposed structures shall have a blanket of crushed stone or ABC 6-inches thick minimum placed directly beneath the proposed mat. The blanket shall extend a minimum of 12 inches beyond the extremities of the mat.
 - 2. For subgrade preparation at structures and structural fill, the foundation material shall be ABC where specifically specified on Drawings, otherwise, crushed stone or screened gravel shall be used.
 - 3. For ground under drains, pipe bedding, and drainage layers beneath structures the coarse aggregate shall meet the requirements of aggregate standard Size No. 57 or No. 67, as defined by NCDOT Standard Specifications.

3.02 SELECT SAND

- A. Contractor shall install select sand in accordance with the NCDOT Standard Specifications and as shown on the Drawings and indicated in the Contract Documents.

- END OF SECTION -

SECTION 02241

DEWATERING AND FLOW DIVERSION FOR STREAMWORK

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of flow diversion, dewatering and maintaining water level for preparing work areas when construction activities take place within stream areas as specified in the Contract Documents or as directed by the Owner or Owner's Representative, and shall be in accordance with the requirements of the applicable State, District or Commonwealth:

North Carolina: *Erosion and Sediment Control Planning and Design Manual* (2013 or most current version) as developed by the North Carolina Department of Environmental Quality (NC DEQ).

This item includes placement, operation, maintenance and removal upon completion. Diversions are used to isolate work areas from flow during the construction of in-stream projects. Diversions which have an insufficient flow capacity can fail and severely erode the disturbed channel section under construction. Therefore, in-channel construction activities should occur only during conditions where the diversion is designed to convey the anticipated flow such as periods of low rainfall. The cost for maintenance of these devices is solely the Contractor's responsibility. These works are temporary and shall be removed and the area restored to its original state when they are no longer needed or permanent measures are installed.

- B. Related Sections:

1. Section 02200 – Earthwork
2. Section 02267 – Filter Bag
3. Section 02265 – Dewatering Sump

1.02 SUBMITTALS

- A. Product data for each type and/or size of dewatering coffer dam or pump around equipment as described on the Contract Documents.

1.03 QUALITY ASSURANCE

- A. Contractor shall forward one copy of a stream **Dewatering and Flow Diversion plan** to the Owner or Owner's Representative for review and approval. The plan shall include a description of means and methods plus a list of materials including pump equipment, etc that shall be employed. The Contractor shall document the flow volume anticipated to be passed around the work area during normal operations. Specifications for any

proprietary devices will be required for review and approval by the Owner or Owner's Representative.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Coffers: It is suggested that the Contractor utilize sand bags with plastic sheeting to impound water as necessary to construct stream work. However, the Contractor may submit for review by the design Owner or Owner's Representative alternative methods for coffer systems including proprietary devices.
- B. Impervious Sheeting: Sheeting shall consist of ten (10) mil or thicker polyethylene plastic, which is impervious and resistant to puncture and tearing.
- C. Pump(s): Pump(s) shall be large enough for dewatering stream section in a timely fashion without creating unsafe conditions or producing additional erosion or sediment discharge. The pump around shall include a hose, high density polyethylene (HDPE) or metal pipe suitable to convey water overland to the downstream discharge point. Pump inlets will have a screen (mesh size <1 inch) over opening. The pump(s) shall be shut off at night unless otherwise indicated on the Construction Documents. The size and number of pumps shall be determined by the Contractor based on his/her review of field conditions, interpretation of the Contract Documents and experience. All pipe work shall be secured in place.
- D. Sand bags: Sandbags shall consist of materials, which are resistant to ultraviolet radiation, tearing and puncture, and woven tightly enough to prevent leakage of fill material (i.e., sand, fine gravel, etc.).
- E. Filter Bags: Per Section 02267, "Filter Bag."
- F. Dewatering Sumps: Per Section 02265, "Dewatering Sump."

PART 3 – EXECUTION

3.01 INSTALLATION, OPERATION AND REMOVAL

- A. Installation and Removal: Installation of piping, sand bags, sheeting and pump around shall be in accordance with the approved Erosion and Sediment Control Plan in the Contract Documents or as directed by the Owner or Owner's Representative. Unless otherwise specified on the Contract Documents, install diversion structures from upstream to downstream. The Contractor shall relocate the discharge pipe(s) as necessary to complete all work as shown on the Contract Documents at no additional expense to the Owner. Provide piping, sumps, sedimentation tanks, dewatering basins or non-woven dewatering bags as required by the Owner or Owner's Representative. The Contractor is responsible for ensuring water is adequately filtered or otherwise treated per State, County, and City sediment control requirements before discharging into a stream or storm drain system. Contractor shall use filter bags and dewatering sumps where directed by the Contract Documents or directed by the Owner or Owner's Representative. Cost of filter bags and dewatering sumps are considered incidental to

this item and will not be paid for separately. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, Contractor shall restore damaged structures and foundation soils at no additional expense to the Owner. Remove dewatering system from project site upon completion of construction activities related to the dewatering areas only with the approval of the Owner or the Owner's Representative.

- B. Pump-around Length and Stream Aquatics: In order to protect the existing benthic, fish and other aquatic organisms, the Contractor is not to exceed the pump-around work area limits as shown on the Contract Documents (usually less than 300 feet) without written authorization from the Owner or Owner's Representative nor is he/she to operate the pumps beyond the time frames as specified on the Contract Documents. It is anticipated and necessary that base flow be passed back over work areas at night unless specifically called out as a "24 hour" dry work area on the Contract Documents. Fish trapped within "pockets" of water shall be removed by hand netting or sieving and shall be placed downstream of the work area or as directed by the Owner at the Contractor's expense.
- C. Disposal of Water: Dispose of water removed by dewatering in a manner that avoids sediment deposition, endangering public health, property, and portions of work under construction or completed.
- D. Daily Work Area Pump-down: The Contractor is expected to pump down any flooded work areas prior to each day's work so that operations are "in the dry". If water removed from work areas is turbid, it shall be pumped first to a filter bag or other approved filtration device prior to this water re-entering the stream; see Section 02267, "Filter Bag" for more detail.
- E. Hours of Operation: If pump operations occur between 5 PM and 7 AM, then the Contractor must have an employee on site at all times to monitor pumping operations.
- F. Noise: Pumps utilized in the stream diversion must be in compliance with Local Noise Ordinances and if necessary the Contractor will construct devices to muffle pump noise at no additional compensation. Should noise reduction be required, then noise-abatement dewatering shall be accomplished by the use of a "quiet" brand of critically silenced Dri-Prime Pump(s) manufactured by Godwin or approved equal. These quiet pumps shall be enclosed in 14-gauge sheet metal lined with 1-inch and 2-inch layers of polydamp acoustical sound deadening material to achieve a noise reduction to 69dBA at 30 feet. All exhaust pipes must be muffled.
- G. Pump Line Placement: Any piping that crosses paved trails will have a wooden ramp at a slope of 1:20 (vertical: horizontal) for pedestrian and vehicle passage.
- H. Inspection: Contractor to inspect pipes regularly for leaks and repair as necessary. Repairs are considered incidental to this item and will not be paid for separately.
- I. Elimination of Concentrated Flow Scour: All stream diversion outfalls will utilize a velocity reduction device such as a temporary riprap pad to prevent erosion.

- END OF SECTION -

SECTION 02242

COIR MAT

PART 1 -- GENERAL

1.01 SUMMARY

- A. This section includes installation of coir matting on stream banks, benches, and terraces or other waterway features for the purpose of soil stabilization and erosion control. This work includes the stabilization of stream banks using natural coir fiber matting, top soil, straw and seeding. Coir mat blankets are woven from machine-spun bristle coir twines whose dual purpose is to (1) immediately secure slopes during and after construction and (2) provide long term protection for vegetative establishment. These mats are to be 100% biodegradable durable bristle coir woven blankets having an average field life of four to six years. Coir matting areas are first prepared with a base of disked subsoil that is amended with topsoil and/or compost, then temporary and/or permanent seed and straw mulch are applied. The coir matting is then installed and secured in place using wooden stakes. After the coir matting has been fully secured, live stakes and/or other vegetative stabilization shall be installed per the Construction Documents.

- B. Related Sections:
 - 1. Section 02200, "Earthwork".
 - 2. Section 02280, "Temporary Seeding".
 - 3. Section 02277, "Specialty Seeding".
 - 4. Section 02246, "Live Stakes".
 - 5. Section 02261, "Tubelings".

1.02 SUBMITTALS

- A. Product data for each type and/or size of roll indicated.

1.03 QUALITY ASSURANCE

- A. Contractor shall forward one copy of coir mat specifications from the coir mat supplier for all coir mat used on the project.

- B. Sample – Contractor to supply Engineer with one sample of coir mat prior to delivery to, or installation at, the project site.

PART 2 -- PRODUCTS

2.01 MATERIALS

- A. Coir Mat shall consist of a machine produced mat of degradable natural fibers. Matting shall be Rolanka Bio D as is indicated on the Construction Documents, or approved equal. See Table 1.

Table 1: Coir Mat Requirements

Attribute	Specification	Bio D 40	Bio D 70	Bio D 90
Weight (oz./sq. yd)	ASTM D 3776	13.6	23.0	29.0
Wet tensile strength:				
Machine direction (MD) or lengthwise (lbs/ft)	ASTM D 4595	672	1488	1776
Crosswise direction (CD) or transverse direction (lbs/ft)	ASTM D 4595	648	1032	936
% Open area	Calculated	65	48	38
Thickness (inch)	ASTM D 1777	0.35	0.35	0.35
Recommended slope	Na	up to 1:1	> 1:1	> 1:1
Recommended flow (fps)	Na	8	12	16
Recommended shear stress (#/sf)	Na	3	4.5	5
"C" Factor	Na	0.003	0.002	0.002

- B. Stakes: Stakes shall be of sound quality hardwood “two by fours” split diagonally into triangular wedges. Wedges shall be eighteen (18) inches long and nominally two (2) inches by four (4) inches at the top, tapering to a point.
- C. Temporary seed, per Section 02280, “Temporary Seeding”.
- D. Permanent seed, per Section 02277, “Specialty Seeding”.
- E. Live stakes, per Section 02246, “Live Stakes” and/or “Tubelings” per Section 02261 if called for on the Construction Documents.
- F. Straw: Clean, exotic/invasive free native straw, in bales.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. Base soil shall be tilled to a three (3) inch depth; rake in six (6) inches of organic matter or top soil prior to seeding, straw placement and coir mat placement.
- B. Seeding shall be per the designated limits of the planting zones and schedules as shown on the Construction Documents. Permanent seed shall be placed if it is the correct time of year for installation; see Section 02277, “Specialty Seeding”. Otherwise, temporary seed shall be placed per Section 02280, “Temporary Seeding”. It is permissible for both temporary and permanent seed to be placed at the same time. Permanent seed mix shall be as described in the Construction Documents.

- C. A loose layer of straw shall be evenly distributed over seeded areas prior to placement of coir matting; with enough straw coverage (60% - 80%) to secure seed and help maintain moisture, but not so much as to completely block sunlight and inhibit growth.
- D. The Contractor shall unroll the coir fiber matting along the slope face beginning at the toe of slope and working in a direction from downstream to upstream. The long edge of the first (bottom) row of matting shall be anchored into a twelve (12) inch deep trench, staked, then backfilled and tamped firmly.
- E. Matting shall be placed snugly (but not tightly) and in full contact with the soil with no obvious slack or wrinkles.
- F. Matting shall be "keyed" into trenches twelve (12) inches deep on the top and bottom edge of blanket and at the terminal upstream and downstream limits of coir mat. Along the bottom of the trenches, matting shall be secured with one (1) stake per three (3) L.F.
- G. Matting along the slope face shall be secured with wooden stakes placed at a minimum spacing of two (2) per square yard for slopes flatter than 2:1 and three (3) per square yard for slopes steeper than 2:1. Stakes shall be installed so that no more than two (2) inches of the stake remains above finished grade
- H. Matting blanket edges shall overlap by a minimum of twelve (12) inches; upstream on top of downstream, and upslope on top of downslope. The overlapping areas shall be secured with stakes installed at a maximum spacing of twelve (12) inches on center with stakes staggered between the edges of the top blanket and the underlying blanket.
- I. Stakes placed at the edge of blankets shall be installed no less than four (4) inches from the trenched fabric edges.
- J. After coir matting is secured, live stakes/tubelings and/or other vegetation can be installed. Care must be taken by vegetation planting crews so that coir mat is not excessively damaged during planting installation. Cuts made in the matting for plant installation shall not exceed six (6) inches in length.

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SECTION 02244

DOUBLE LAYER SOIL LIFT (SL)

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes installation of one or more double soils lifts (SL) along a swale, stream, river, pond, lake or other waterway for slope protection.
- B. Related Sections:
 - 1. Section 02200, "Earthwork" for excavation necessary to install SL.
 - 2. Section 02241, "Dewatering and Flow Diversion for Streamwork".
 - 3. Section 02242, "Coir Mat".
 - 4. Section 02246, "Live Stakes".
 - 5. Section 02261, "Tubelings".
 - 6. Section 02264, "Geotextile for Streamwork".
 - 7. Section 02280, "Temporary Seeding".
 - 8. Section 02277, "Specialty Seeding".

1.02 SUBMITTALS

- A. Section 02200, "Earthwork".
- B. Section 02264, "Geotextile for Streamwork".
- C. Section 02242, "Coir Mat".

1.03 QUALITY ASSURANCE

- A. Section 02264, "Geotextile for Streamwork".
- B. Section 02242, "Coir Mat".

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Geotextile: per Section 02264, "Geotextile for Streamwork".
- B. Coir Mat: Per Section 02242, "Coir Mat".
- C. Live Stakes: Per Section 02246, "Live Stakes".
- D. Tubelings: Per Section 02261, "Tubelings."
- E. Wooden Stakes: Per Section 02242, "Coir Mat".
- F. Seeding: Per Section 02277, "Specialty Seeding" and Section 02280, "Temporary Seeding".

PART 3 – EXECUTION

3.01 CONSTRUCTION/INSTALLATION

- A. The Contractor shall grade/excavate the soil to provide a smooth and even surface prior to constructing the soil lift structure. The excavation shall extend a minimum of three (3) feet into existing ground, and the tie-in point for the final lift shall be a minimum of two (2) feet landward from the edge of the excavation, unless otherwise described on the Contract Documents.
- B. Satisfactory soil types include ASTM D-2487 soil classification groups GW, GP, GM, SW, SP and SM or a combination of these soil groups. Soil lifts may be filled with in-situ soil if the fill material meets the requirements of this section and related specifications. Soil shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger fragments. The front, stream-side face of each layer (the portion closest to the stream) shall consist of topsoil.
- C. Soil shall be spread into place in approximately horizontal layers not more than twelve (12) inches in thickness. The contractor shall assure adequate compaction (90% Standard Proctor) and a 90° flush stream-side face. The front, stream-side, one square foot of topsoil shall have a reduced (80% Standard Proctor) compaction requirement zone to facilitate vegetative growth and root establishment. Lightly scarify the top 1/4-inch of topsoil using a leaf rake or similar method after compaction; note that all exposed

soil facing will have been compacted to the lesser (80%) value. Place straw and seed as described below.

- D. Straw, temporary seed and permanent seed (if SL is installed during appropriate permanent seeding season) shall be installed between the soil and coir matting on the exposed faces of the lifts (both horizontal and vertical) and tie-in slopes.
- E. Soil lifts shall consist of two layers of matting of different materials. The inner mat layer is to consist of a biaxial grid geotextile (Tensar BX1100 or approved equal). The outer mat is to consist of a coconut fiber coir mat (RoLanka Bio-D 70 or approved equal).
- F. Place a minimum length of six (6) feet of coir mat, laying excess over the form limit. Place grid geotextile next over coir mat, laying excess over form limit. Place fill material and twelve (12) inches of topsoil, compact in place and lightly scarify surface. Place seed and straw as previously described. Fold back excess grid geotextile and coir mat over compacted material to secure top of soil lift. Use hardwood stakes to secure matting in place. Move forms for next soil lift and repeat for remaining layers. Slope of streamside face shall be per Construction Documents. Soil lift layers shall overlap layer below by a minimum of three (3) feet. Additional hand forming may be required to ensure proper shape of the finished lift.
- G. Wooden stakes shall consist of rough sawn hardwood, triangular in shape, approximately two (2) inch by four (4) inches in cross section and eighteen (18) inches in length.
- H. Live stakes/cuttings shall be placed side by side between soil lifts, perpendicular to the flow of water down the entire length of the soil lift structure. Live stakes shall be installed at baseflow water surface elevation to a height of no more than two (2) feet vertically from baseflow unless otherwise directed by the Construction Documents.
- I. Final soil lift shall tie into existing ground at a 2:1 or flatter slope, and coir matting shall be staked into existing ground a minimum of two (2) feet landward from the edge of the excavation.
- J. The Contractor shall thoroughly water the entire soil lift structure upon completion. No areas of settling greater than six (6) inches shall be permitted.
- K. Once placed, soil lifts shall not be driven over with heavy equipment.
- L. Extreme care must be taken by vegetation planting crews so that coir mat and geotextile is not excessively damaged during plant installation. At no time can the mat be cut more than three (3) inches.

- END OF SECTION -

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SECTION 02246

LIVE STAKES

PART 1 – GENERAL

1.01 SUMMARY

- A. Live staking consists of insertion of dormant woody plant cuttings into streambanks and encouraging their propagation to stabilize and reinforce stream slopes. Live stakes are installed in the winter (at least one month prior to spring leaf-out). This work shall consist of harvesting, transporting, installing, and maintaining live stake materials into the stream bank as specified on the plans or as directed by the Engineer. Live stakes may be purchased at the discretion of the Contractor subject to the review and approval of the Engineer.
- B. Related Sections:
 - 1. Section 02261, "Tubelings".

1.02 SUBMITTALS

- A. Prior to the start of work on this item, the Contractor shall submit a proposed harvesting and installation schedule, including source of supply of live cuttings and plant species, to the Engineer for review and approval. No purchasing, harvest or installation work shall be performed until the Engineer approves this schedule.

1.03 QUALITY ASSURANCE

- A. Harvesting live cuttings: The Contractor shall notify the Engineer seventy-two (72) hours prior to harvesting to review and approve all harvesting sites. Upon approval by the Engineer, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.
- B. Purchase of live stakes: Contractor shall forward copy of invoice from state certified nursery to Engineer.
- C. Site Inspection: The Engineer representative shall make a final inspection with the Contractor to ensure all live stakes have been installed per the specifications, plans, and details. The Contractor shall be responsible for correcting all deficiencies within ten (10) calendar days of the inspection. The Engineer and the Contractor prior to final completion shall perform a final inspection of the corrected actions.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Live stakes shall be 0.75 inches to 1.5 inches in diameter and three (3) to four (4) feet in length. Side branches shall be removed and the bark left intact prior to installation. Buds on the stakes shall be oriented in an upward position. The basal ends shall be tapered to a point for easy insertion into the soil. The top shall be cut smooth and square.
- B. Unless specifically described on the Construction Documents, live branch cuttings shall consist of a mix of four (4) or more of the following species with no more than one (1) willow (*Salix*) species and no more than one (1) dogwood (*Cornus*) species included; see list below. Each species (*Alnus*, *Cornus*, *Itea*, *Salix*, *Sambucus*, and *Viburnum*) shall comprise no more than 25% of the mix. The Contractor must submit a list of species for the Engineer's approval prior to harvesting, purchase, transportation and installation.

<i>Cornus amomum</i>	Silky Dogwood
<i>Cornus sericea 'stolonifera</i>	Red Osier Dogwood
<i>Salix interior</i>	Sandbar Willow
<i>Salix bonplandiana</i>	Pussy Willow
<i>Salix lucida</i>	Shinning Willow
<i>Salix discolor</i>	Red Willow
<i>Sambucus canadensis</i>	American Elderberry
<i>Viburnum dentatum</i>	Arrowwood
<i>Itea Virginica</i>	Virginia Sweetspire
<i>Cephalanthus occidentalis</i>	Buttonbush
<i>Alnus serrulata</i>	Tag Alder

PART 3 – EXECUTION

3.01 HARVESTING

- A. Harvest Permission: The Contractor must obtain permission from the land owner and any conservation easement grantees to access the property and harvest live cuttings.
- B. On-site harvesting: The Contractor shall locate and flag all onsite live cutting sites for the Engineer's approval. The Contractor shall notify the Engineer seventy-two (72) hours prior to harvesting to review and approve all harvesting sites.
- C. Off-site harvesting: The source of all live cuttings shall either be from onsite areas or from purchased stock located within one-hundred (100) miles of the project site.
- D. Live Material Preparation (on or off-site): Cuttings from shrubs and young trees shall be taken in a manner that does not kill the source plant; branches and stems larger than 1.5 inches in diameter shall be left intact. All cuts shall be smooth and the cut surface kept small. The use of large pruning shears, loppers, and hand or power saws may be required. All cuts shall adhere to American National Standards Institute (ANSI) A300 standard for "Pruning." Trees that are more than 1.5 inches in diameter shall not be used. Off-site live materials shall be transported cold to the construction site within

seventy-two (72) hours of harvesting and then cut to size, as specified above and on the details. On-site harvested materials shall be installed within eight (8) hours.

3.02 TRANSPORTATION AND STORAGE

- A. Transporting: Stakes harvested offsite will require transportation to the project site. During transport, live cuttings should be bundled tightly together for easy loading, handling, and protection. Bundles shall be moistened covered with tarpaulin, and taken in unheated vehicles to prevent the live stakes from drying.
- B. Storage of off-site sourced stakes: Any storage of live materials must be approved by the Engineer prior to storing. If the live cuttings are not immediately installed upon arrival, then they must be refrigerated at 34-42 degrees F and cared for until installation by storing in controlled conditions, storing in shade, protected from wind, covered with evergreen branches or plastic, placing in moist soil, or spraying with anti-transpirant chemicals approved by the Engineer. Live branch cuttings shall be sprayed or immersed in cold water (less than 15°C or 59°F) if stored for more than 8 hours. Any costs associated with such storage are incidental to the overall unit costs. All stored stakes must be installed within ten (10) days of initial storage.
- C. Storage of on-site harvested stakes: On-site live materials shall be installed the same day that the cuttings are harvested. If same day installation is not possible, then onsite harvested stakes must be stored per the requirements of offsite stakes (Section 3.02B).

3.03 INSTALLATION

- A. Live Stake Installation Time Frame: Live stakes should be installed from December 1-March 1 unless otherwise directed by the Construction Documents. If, due to construction scheduling live stakes cannot be used based on the timeframe set above or in the Construction Documents, then “live tubelings” of the same species shall be installed per Section 02261, “Tubelings”, with written approval from the Engineer.
- B. Installation Method: Drive live stakes into the ground so that seventy-five percent (75%) of the stake is below the ground surface. For easy insertion into the soil the bottom end of the stake should be cut at an angle of 30 to 45 degrees. To ensure a flat surface for hammering into the slope, the top should be cut at 90-degree angle. For larger branches the use of pruning shears or power saw may be necessary. All buds of the live branch should be faced upwards during staking. As shown on the detailed plans the live stakes should be installed with the flow of water (pointing downstream to provide the least resistance to flow). The contractor shall use a dead blow hammer for driving the stake directly into the ground or drive a pilot hole, smaller in diameter than the live stake, and then driving the live stake into the pilot hole. Contractor to ensure that there is adequate soil contact along the entire length of the live stake buried in the ground. Soil can be filled in and lightly foot compacted around the live stake to fill voids and air pockets.
- C. Spacing: Live stakes shall be installed at baseflow water surface elevation to a height of no more than two (2) feet vertically from baseflow unless otherwise directed by the Construction Documents. Spacing shall be two (2) to three (3) feet on center and

staggered using a triangular grid pattern, unless otherwise specified on the Construction Documents.

- D. Depth: Three fourths of the live stake length should be buried in the ground; at least one leaf scar shall be left exposed.
- E. Splitting and mushrooming: All live stakes split during installation may be left in place and cut flush with the ground and an additional live stake must be installed adjacent to the split stake. Stakes that "mushroom" (suffer dead blow hammer damage on the top surface) may be left in place and the damaged portion shall be cut off. If cutting the damaged portion of the stake causes damage or loss of any buds, an additional stake must be installed adjacent to the split stake.

3.04 PURCHASE

- A. Purchasing: If the Contractor is unable to locate sufficient harvesting sites for the live stakes, upon approval from the Engineer, the Contractor may purchase live stake material from a state certified nursery. The material shall meet all the specifications found in this section, specifically the off-site harvest, transportation and storage requirements.

3.05 WARRANTY

- A. Warranty: The Contractor is responsible for a 100% Warranty period for the first thirty (30) days followed by a one year 85% care and replacement warranty on all live stakes. The period of care and replacement shall begin after inspection and approval of the initial installation of all live stakes and continue for one year, with one potential replacement period.

- END OF SECTION -

SECTION 02261

TUBELINGS

PART 1 – GENERAL

1.0 SUMMARY

- A. Tubelings are young seeding trees/bushes grown in long thin tubes for installation on stream banks and other environmental engineering areas. This work shall consist of harvesting, transporting, installing, and maintaining tubelings stake materials into the stream bank as specified on the plans or as directed by the Engineer. Installation of tubelings consists of insertion of woody, rooted plant cuttings into streambanks and encouraging their propagation so as to stabilize and reinforce stream slopes.
- B. Related Sections:
 - 1. Section 02278, "Streamwork Planting Installation."

2.0 DEFINITIONS

- A. Note that tubelings differ from live stakes in that tubelings have an established root system and some developed foliage whereas live stakes are dormant stakes without roots or foliage.

1.3 SUBMITTALS

- A. Prior to the start of work on this item, the Contractor shall submit the proposed source of tubelings and construction schedule, to the Engineer for review and approval. No work shall be performed until the Engineer approves this schedule. Harvesting, transporting, and installation shall take place when plants are not dormant (April 1 to October 15).

1.3 QUALITY ASSURANCE

- A. Purchase: Contractor shall forward copy of invoice from state certified nursery to Engineer.
- B. Site Inspection: The Engineer representative shall make a final inspection with the Contractor to ensure all tubelings have been installed according to the specifications, plans, and details. The Contractor shall be responsible for correcting all deficiencies within ten (10) calendar days of the inspection; see Section 02266, "Short Term (30 Day) Plant Warrantee. The Engineer and the Contractor prior to final completion shall perform a final inspection of the corrected actions prior to start of warrantee period.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Tubelings are young seedling trees (or bushes) that are 8–10 inches tall. These plants are grown rapidly in a greenhouse in plastic "plug" containers. No tubeling shall be less than 8 inches long.
- B. Tubeling species shall be as listed below unless otherwise directed or approved by the Engineer.
 - a. *Cephalanthus occidentalis* – Button Bush
 - b. *Salix nigra* – Black Willow
 - c. *Sambucus canadensis* - Elderberry

PART 3 – EXECUTION

- A. General: All materials and construction techniques shall be inspected and approved by the Engineer prior to installation.
- B. Auger a hole the same size as the tube. Remove tubeling from container. Gently place watered tubelings in the prepared plant pit immediately following excavation of the hole so that the roots are not tangled, compacted, or curled up at the ends. Compress the soil at the base of the tubeling to eliminate voids between the root ball and existing soil.
- C. Maintenance: The Contractor shall perform maintenance as follows: a) Replace all diseased and dead vegetation caused by factors other than stream erosion; b) Keep vegetation cleared of debris after all storm events; and c) Prune all dead wood and vegetation as needed. It shall be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor and shall be included in the unit cost of the tubeling installation.
- D. Warranty: The Contractor is responsible for a 100% Warranty period for the first thirty (30) days followed by a one year 85% care and replacement warranty on all live stakes. The period of care and replacement shall begin after inspection and approval of the initial installation of all live stakes and continue for one year, with one potential replacement period.

- END OF SECTION -

SECTION 02264

GEOTEXTILE FOR STREAMWORK

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes the furnishing and installation of permanent manmade *non-biodegradable* geotextile products within stream revetments where applicable.
- B. Related Sections:
 - 1. Section 02241, "Dewatering and Flow Diversion for Streamwork."
 - 2. Section 02244, "Double Layer Soil Lift".

1.02 SUBMITTALS

- A. Product data for each type of geotextile required as described on the Construction Drawings.

1.03 QUALITY ASSURANCE

- A. Filter Cloth: The filter fabric shall meet the requirements of ASTM D 4632, ASTM D 4533, ASTM D 3786, ASTM 4833, ASTM D 6241, ASTM D 4751, ASTM D 4491, and ASTM D 4355.
- B. Geogrid: ASTM D4759-02, ASTM D6637-01, ASTM D5732-01, ASTM D 5818-06, ASTM D 6637-0, EPA 9090, ASTM D4355-05
- C. Provide original or copy of delivery ticket for all geotextile used on the project to the Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Filter Cloth shall be a non-woven geotextile composed of polypropylene fibers such as Mirafi 160N or approved equal and shall meet the following criteria:

<u>Mechanical Properties</u>	<u>Test Method</u>	<u>Unit</u>	<u>Minimum Ave Value</u>
Grab Tensile Strength	ASTM D 4632	lbs	160
Grab Tensile Elongation	ASTM D 4632	%	50
Trapezoid Tear Strength	ASTM D 4533	lbs	60
Mullen Burst Strength	ASTM D 3786	psi	305

<u>Mechanical Properties</u>	<u>Test Method</u>	<u>Unit</u>	<u>Minimum Ave Value</u>
Puncture Strength	ASTM D 4833	lbs	95
CBR Puncture Strength	ASTM D 6241	lbs	400
Appar. Opening Size	ASTM D 4751	mm	0.212
Permittivity	ASTM D 4491	sec ⁻¹	1.4
Flow Rate	ASTM D 4491	gal/min/ft ²	110
UV Resist. (at 500 hrs)	ASTM D 4355	% stren.	70
Weight	ASTM D 5261	oz/yd ²	6.5
Thickness	ASTM D 5199	mm	1.7
Roll Dimensions (WxL)		ft	15x300
Roll Area		yd ²	500
Estimated Roll Weight		lb	215

- B. Geogrid: Use an integrally formed biaxial polypropylene geogrid such as Tensar BX 1100 or approved equal meeting the following specifications:

<u>Property</u>	<u>Units</u>	<u>MD Values</u>
Aperture dimensions	in	1.0
Minimum Rib Thickness	in	0.03
Tensile Strength @ 2% strain	lb/ft	280
Tensile Strength @ 5% strain	lb/ft	580
Ultimate Tensile Strength	lb/ft	850
Junction Efficiency	%	93
Flexural Stiffness	mg-cm	250,000
Aperture Stability	m-N/deg	0.32
Resist. To Install. Damage	%SC/%SW/%GP	95/93/90
Resist. To long-term Degra.	%	100
Resist. To UV Degra.	%	100
Roll size	ft	9.8/13.1 x 246

The structural geogrid shall accept applied force in use by positive mechanical interlock (i.e. by direct mechanical keying) with: (a) compacted soil or construction fill materials; (b) contiguous sections of itself when overlapped and embedded in compacted soil or construction fill materials; and (c) rigid mechanical connectors such as bodkins, pins or hooks. The structural geogrid shall possess sufficient cross sectional profile to present a substantial abutment interface to compacted soil or particulate construction fill materials and to resist movement relative to such materials when subject to applied force. The structural geogrid shall possess sufficient true initial modulus to cause applied force to be transferred to the geogrid at low strain levels without material deformation of the reinforced structure. The structural geogrid shall possess complete continuity of all properties throughout its structure and shall be suitable for reinforcement of compacted soil or particulate construction fill materials to improve their long term stability in structural load bearing applications such as earth retention systems.

PART 3 – EXECUTION

- A. Filter Cloth Installation: Cut geosynthetic to proper width prior to placement. Width should be enough to conform to the trench perimeter with at least a 15cm (6 in) top overlap. Place the geosynthetic roll over the trench, and unroll enough geosynthetic that the geosynthetic can be placed down into the trench. Anchor the edges of the geosynthetic with heavy objects to prevent the geosynthetic from falling into the trench. Where overlaps are necessary between rolls, allow for 2 feet (2 ft) overlap from the upstream to the downstream roll.
- B. Geogrid Installation: Install per manufacturer's specifications.
- C. .

- END OF SECTION –

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SECTION 02265
DEWATERING SUMP

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes installation of temporary sump pits from which pumping is constructed to remove excess water while minimizing sedimentation. The sump pit filters water being pumped to reduce sedimentation to receiving streams.
- B. Related Sections:
 - 1. Section 02241, "Dewatering and Flow Diversion for Streamwork."
 - 2. Section 02264, "Geotextile for Streamwork"

1.02 SUBMITTALS

- A. Product data for each component of sump pit (geotextile fabric, stone, hard cloth, stand pipe) required as described on the Construction Drawings.

1.3 QUALITY ASSURANCE

- A. Geotextile to meet tenets of Section 02264, "Geotextile for Streamwork."
- B. Gravel to meet AASHTO M-43.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Geotextile: Per Section 02264, "Geotextile for Streamwork."
- B. Stone: Shall be #57 clean gravel stone (1.5-inch max diameter).
- C. Hard Cloth: Shall be ½ inch metal hardware cloth.
- D. Standpipe to be 12 to 24-inch diameter perforated HDPE, PVC, or CMP with ½ inch by 6-inch slits or 1-inch diameter holes 6 inches on center. Bottom of pipe to have a watertight cap or plate attached.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Pit dimensions are variable, with the minimum diameter being twice the diameter of the standpipe.
- B. The standpipe shall be constructed by perforating a 12-inch to 36-inch diameter pipe then wrapping it with ½-inch hardware cloth and approved geotextile. Perforations shall be ½-inch X 6-inch slits or 1-inch holes six inches on center.
- C. A base of filter material consisting of clean gravel or #57 stone (1.5-inch max diameter) is to be placed in the pit to a depth of 12 inches. After installing the standpipe, the pit surrounding the standpipe should then be backfilled with the same filter material.
- D. The standpipe shall extend 12 inches to 18 inches above the lip of the pit or riser crest elevation (if basin dewatering is being used) and filter material should extend 3 inches minimum above the anticipated standing water level.

- END OF SECTION -

SECTION 02267

FILTER BAG

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes installation of temporary filter bag sediment control bags for use in dewatering and retaining sediment pumped out of active sediment-laden stream restoration project areas where water is pumped from work area, sent through the bag and flow is then released from the bag to discharge on a stable flood plain or other secure area.
- B. Related Sections:
 - 1. Section 02241, “Dewatering and Flow Diversion for Streamwork.”

1.02 SUBMITTALS

- A. Product data for each type and/or size of filter bag required as described on the Construction Documents.

1.03 QUALITY ASSURANCE

- A. Product shall meet ASTM D-4884.
- B. Provide original or copy of delivery ticket for filter bags used on the project to the Engineer for verification that correct product and bag size is being used.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The filter bag shall be a nonwoven bag which is sewn with a double needle matching using a high strength thread. The dewatering bag must be made of non-woven geotextile with a minimum surface area of 225 square feet per side. Each sack is required to have a fill spout large enough to accommodate a 4-inch discharge hose. Straps are to be attached such that the hose is secure and the hose prevents pumped water from escaping without being filtered.

B. The geotextile fabric shall be non-woven and shall meet the following properties:

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>	
Weight	ASTM D-3776	Oz/yd	12
Grab Tensile	ASTM D-4632	lbs	300
Puncture	ASTM D-4833	lbs	180
Flow Rate	ASTM D-4491	gal/min/ft ²	75
Permittivity	ASTM D-4491	sec ⁻¹	1.1
Mullen Burst	ASTM D-3786	psi	550
UV Resistant	ASTM D-4355	%	70
AOS% Retained	ASTM D-4751	%	100

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install filter bag on a slope so incoming water flows downhill through the filter bag without creating more erosion. Strap the neck of the filter bag tightly to the discharge hose. To increase the efficiency of filtration, place the bag on an aggregate or hay bale bed to maximize water flow through the surface area of the bag.
- B. The filter bag is full when it no longer can efficiently filter sediment or pass water at a reasonable rate. Flow rates will vary depending on the size of the filter bag, the type and amount of sediment discharged into the filter bag, the type of ground, rock or other substance under the bag and the degree of the slope on which the bag lies. Under most circumstances filter bags will accommodate flow rates of 1500 gallons per minute. Use of excessive flow rates or overfilling filter bag with sediment will cause ruptures of the bags or failure of the hose attachment straps. Damage and replacement costs for improper pumping shall be the responsibility of the Contractor.
- C. Full or partially full silt bags cannot be left in place and must be removed from site and legally disposed. If allowed, the filter bag may be cut open and the contents seeded after removing visible fabric. Filter bag may be lifted with added straps. Off-site disposal may be facilitated by placing the filter bag in the back of a dump truck or flatbed prior to use and allowing the water to drain from the bag in place, thereby dismissing the need to lift the filter bag.

- END OF SECTION -

SECTION 02274

GEOTEXTILES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The Contractor shall furnish and install all Geotextiles, including all necessary and incidental items, as detailed or required for the Contractor to complete the installation in accordance with the Drawings and these Specifications.
- B. For the location of each type of Geotextile see the Drawings.

1.02 REFERENCES

- A. AASHTO Standards
 - 1. AASHTO M 288-06 (2011) Geotextile Specification for Highway Applications

1.03 SUBMITTALS

- A. Prior to shipping to the site, the Contractor shall submit to the Engineer two copies of a mill certificate or affidavit signed by a legally authorized official of the Manufacturer for each type of Geotextile. The Supplier shall also submit three Geotextile samples of each product, 1 yard square each, seamed and unseamed as appropriate, with the mill certificate for each Geotextile type supplied. The mill certificate or affidavit shall attest that the Geotextile meets the chemical, physical and manufacturing requirements stated in the specifications. The samples shall be labeled with the manufacturer's lot number, machine direction, date of sampling, project number, specifications, manufacturer and product name.
- B. The Engineer shall be furnished copies of the delivery tickets or other acceptable receipts as evidence for materials received that will be incorporated into construction.

PART 2 -- MATERIALS

2.01 MATERIALS

- A. Filter Geotextile shall be a minimum 6-ounce per square yard (nominal) nonwoven needle punched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured in a manner accepted by the Engineer and the Owner. The Geotextiles shall be inert and unaffected by long-term exposure to chemicals or liquids with a pH range from 3 to 10. The Geotextiles shall have a minimum threshold water head of 0.25-inches in the "as received" condition.
 - 1. Filter Geotextile shall have a Survivability Class of Class 1, 2 or 3 in accordance with AASHTO M288, unless otherwise specified herein.

- B. Cushion Geotextile shall be a minimum 16-ounce per square yard nonwoven needle punched synthetic fabric consisting of continuous filament or staple polyester or polypropylene manufactured in a manner accepted by the Engineer and the Owner. The Geotextiles shall be inert and unaffected by long-term exposure to chemicals or liquids with a pH range from 3 to 10.
 - 1. Cushion Geotextile shall have a Survivability Class of Class 1 in accordance with AASHTO M288.
- C. Type I Separator Geotextile shall be a minimum 8-ounce per square yard (nominal) nonwoven needlepunched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured in a manner accepted by the Engineer and the Owner. The Geotextiles shall be inert and unaffected by long term exposure to chemicals or liquids with a pH range from 3 to 10.
 - 1. Type I Separator Geotextile shall have a Survivability Class of Class 1 or 2 in accordance with AASHTO M288, unless otherwise specified herein.
- D. Type II Separator Geotextile shall be a woven slit film or monofilament synthetic fabric consisting of polyester or polypropylene in a manner approved by the Engineer. Geotextile shall be treated to resist degradation due to exposure to ultraviolet light.
 - 1. Type II Separator Geotextile shall have a Survivability Class of Class 1 in accordance with AASHTO M288, unless otherwise specified herein.
- E. All Geotextiles shall conform to the properties listed using the test methods listed in Table 1. The Contractor shall be responsible for timely submittals of all confirmation test data for Geotextiles.

PART 3 -- EXECUTION

3.01 SHIPPING, HANDLING AND STORAGE

- A. During all periods of shipment and storage, all Geotextiles shall be protected from direct sunlight, temperature greater than 140°F water, mud, dirt, dust, and debris.
- B. To the extent possible, the Geotextile shall be maintained wrapped in heavy-duty protective covering until use. Geotextile delivered to the project site without protective covering shall be rejected. After the protective covering has been removed, the Geotextile shall not be left uncovered for longer than fourteen (14) days, under any circumstances.
- C. The Owner shall approve the shipping and delivery schedule prior to shipment. The Owner shall designate the on-site storage area for the Geotextiles. Unloading and storage of Geotextiles shall be the responsibility of the Contractor.
- D. Geotextiles that are damaged during shipping or storage shall be rejected and replaced at Contractor expense.

3.02 QUALITY ASSURANCE CONFORMANCE TESTING

- A. In addition to test data provided by the Contractor demonstrating Geotextiles conform to the properties listed in these Specification, the Engineer shall have the option to obtain and test representative samples of Geotextiles ensure that the material properties conform to these Specifications. Conformance testing shall be conducted by the Engineer shall be paid for by the Owner.
- B. Conformance testing shall be completed at a minimum frequency of one sample per 100,000 square feet of Geotextile delivered to the project site. Sampling and testing shall be as directed by the Engineer.
- C. Conformance testing of the Geotextiles shall include but not be limited to the following properties:
 - 1. Mass Per Unit Area (ASTM D5261)
 - 2. Grab Tensile Strength (ASTM D4632)
 - 3. Trapezoidal Tear (ASTM D4533)
 - 4. Puncture Resistance (ASTM D6241)
- D. The Engineer may add to, remove or revise the test methods used for determination of conformance properties to allow for use of improved methods.
- E. All Geotextile conformance test data shall meet or exceed requirements outlined in Table 1 of these Specifications for the particular category of Geotextile prior to installation. Any materials that do not conform to these requirements shall be retested or rejected at the direction of the Engineer.
- F. Each roll of Geotextile will be visually inspected by the Engineer or his representative. The Engineer reserves the right to sample and test at any time and reject, if necessary, any material based on visual inspection or verification tests.
- G. A Geotextile that is rejected shall be removed from the project site and replaced at the Contractor's expense. Sampling and conformance testing of the Geotextile supplied as replacement for rejected material shall be performed by the Engineer at Contractor's expense.

3.03 INSTALLATION

- A. Geotextiles shall be placed to the lines and grades shown on the Drawings. At the time of installation, the Geotextile shall be rejected by the Engineer if it has defects, rips, holes, flaws, evidence of deterioration, or other damage.
- B. It is the intent of these Specifications that Geotextiles used to protect natural drainage media be placed the same day as the drainage media to prevent soil, sediment or windblown soils to make contact with the drainage media.
- C. The Geotextiles shall be placed smooth and free of excessive wrinkles. Geotextiles shall conform to and be in contact with the approved subgrade.

- D. When the Geotextiles are placed on slopes, the upslope fabric portion shall be lapped such that it is the upper or exposed Geotextile.
- E. Geotextiles shall be temporarily secured in a manner accepted by the Engineer prior to placement of overlying materials.
- F. In the absence of specific requirements shown on the Drawings, the following shall be used for overlaps of adjacent rolls of Geotextile:

GEOTEXTILE TYPE/ APPLICATION	OVERLAP OF ADJACENT ROLLS ⁽¹⁾ (INCHES)	TRANSVERSE END OVERLAP (INCHES)
Filter Geotextile	6 min	12 min
Cushion Geotextile	12 min	12 min
Separator-Roadway Applications	12 min	24 min
Separator-Slope Protection	18 min	24 min
Separator Geotextile	12 min	18 min

⁽¹⁾ Overlaps may be reduced if adjacent panels are sewn or heat bonded where approved by the Engineer.

- G. Any Geotextile that is torn or punctured shall be repaired or replaced as directed by the Engineer by the Contractor at no additional cost to the Owner. The repair shall consist of a patch of the same type of Geotextile placed over the failed areas and shall overlap the existing Geotextile a minimum of 12-inches from any point of the rupture.
- H. Any Geotextile that is subjected to excessive sediment buildup on its surface during construction shall be replaced by the Contractor prior to placement of overlying material.

TABLE 1 - MINIMUM REQUIRED GEOTEXTILE PROPERTIES*

GEOTEXTILE PROPERTY	FILTER GEOTEXTILE	CUSHION GEOTEXTILE	TYPE I SEPARATOR GEOTEXTILE	TYPE II SEPARATOR GEOTEXTILE
Geotextile Construction	Nonwoven Needlepunched	Nonwoven Needlepunched	Nonwoven Needlepunched	Woven
Mass per Unit Area (Unit Weight), ASTM D5261 (oz/yd ²)	5.6	15.7	7.8	N/A
Ultraviolet Resistance, (500 hrs.) ASTM D4355, Average % Strength Retention	70	70	70	70
Grab Tensile Strength (lbs.), ASTM D4632	150	340	200	390 ⁽¹⁾ X250 ⁽²⁾
Grab Tensile elongation (%) ASTM D4632	50	50	50	20 MAX
Wide Width Tensile Strength, (lbs./in.) ASTM D4595	N/A	N/A	N/A	N/A
Trapezoid Tear Strength (lbs) ASTM D4533	65	155	90	100
Apparent Opening Size (AOS), (mm), ASTM D4751	0.25	N/A	0.25	0.4
Permittivity at 50 mm constant head (sec ⁻¹), ASTM D4491	1.6	N/A	1.2	0.1
Puncture Resistance, ASTM D6241 (lb)	430	1100	575	950

* **MINIMUM AVERAGE ROLL VALUE (MARV)**

(1) Warp Direction

(2) Fill Direction

- END OF SECTION -

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SECTION 02276

EROSION AND SEDIMENTATION CONTROL

PART 1 -- GENERAL

1.01 THE REQUIREMENTS

- A. The Contractor is responsible for implementing Best Management Practices (BMPs) to prevent and minimize erosion and resultant sedimentation in all cleared and grubbed areas during and after construction. This item covers the work necessary for the installation of structures and measures for the prevention of soil erosion and control of sedimentation. The Contractor shall furnish all material, labor and equipment necessary for the proper installation, maintenance, inspection, monitoring, reporting, and removal (where applicable) of erosion prevention and sediment control measures and, if applicable, to cause compliance with all local permits and the State of North Carolina Department of Environment and Natural Resources Division of Water Quality General Permit – NCG 010000 to Discharge Stormwater under the National Pollution Discharge Elimination System for Construction Activities, for any land disturbance or construction activity of one (1) acre or more, under this Section 02276.
- B. Any land disturbance as the result of modifications to a site's drainage features or topography requires protection from erosion and sedimentation.
- C. All excavations shall be in conformity with the lines, grades, and cross sections shown on the Contract Drawings or established by the Engineer.
- D. It is the intent of this Specification that the Contractor conducts the construction activities in such a manner that erosion of disturbed areas and off-site sedimentation be absolutely minimized.
- E. All work under this Contract shall be done in conformance with and subject to the limitations of the North Carolina Rules and Regulations for Erosion and Sedimentation Control as adopted by the North Carolina Sedimentation Control Commission (15A NCAC, Chapter 4, latest edition).
- F. The following excerpts from the regulations are particularly important:
 1. Pursuant to North Carolina G.S. 113A-57(2), the angle of graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures.
 2. As per North Carolina DWQ Construction General Permit NCG01, perimeter dikes, swales, ditches and slopes, disturbed areas within High Quality Water (HWQ) Zones, and slopes steeper than 3H:1V following completion of any phase of grading, shall be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion **within 7 calendar days**.

3. All other slopes of 3H:1V or flatter, except those with slopes greater than 50 feet in length or within HWQ Zones, following completion of any phase of grading, shall be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion **within 14 calendar days**.
- G. Due to the nature of the work required by this Contract, it is anticipated that the location and nature of the erosion and sediment control devices will be adjusted on several occasions to reflect the current phase of construction. The construction schedule adopted by the Contractor will impact the placement and need for specific devices required for the control of erosion. The Contractor shall develop and implement such additional techniques as may be required to minimize erosion and off-site sedimentation. The location and extent of erosion and sedimentation control devices shall be revised at each phase of construction that results in a change in either the quantity or direction of surface runoff from constructed areas. All deviations from the erosion and sedimentation control provisions shown on the Contract Drawings shall have the prior acceptance of the Engineer and shall be completed at no additional cost to the Owner.
 - H. Erosion and sedimentation controls applicable to this project shall be as shown on the Contract Drawings, as specified herein, as indicated by the Engineer and as detailed in the North Carolina Erosion and Sediment Control Planning and Design Manual.
- 1.02 RELATED WORK SPECIFIED ELSEWHERE
- A. Section 01300 – Submittals
 - B. Section 02100 – Clearing, Grubbing, and Site Preparation
 - C. Section 02241 – Dewatering and Flow Diversion for Streamwork
 - D. Section 02200 – Earthwork
 - E. Section 02264 – Geotextile for Streamwork
 - F. Section 02910 – Final Grading and Landscaping
- 1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS
- A. Without limiting the generality of other requirements of these specifications, all work hereunder shall conform to the applicable requirements of the referenced portions of the following documents, to the extent that the requirements therein are not in conflict with the provisions of this Section.
 1. 15A NCAC, Chapter 4
 2. North Carolina Erosion and Sediment Control Planning and Design Manual, latest edition
 3. North Carolina Department of Environment and Natural Resources General Permit NCG 010000 to Discharge Stormwater under the National Pollution Discharge Elimination System for Construction Activities, for any land disturbance or construction activity of one (1) acre or more.

4. North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest edition
5. North Carolina Division of Water Quality Stormwater Best Management Practices Manual, latest edition

B. See Specification Section 01090 - Reference Standards.

1.04 REGULATORY COMPLIANCE

A. Land disturbance activities are not authorized to begin until after all required erosion and sediment control permits are obtained from the United States, the State of North Carolina and local authorities, as necessary. Contractor is the Co-Primary Permittee and Operator under the provisions of the NPDES Permit. As such, the Contractor will be required to sign certain certifications as described in the NPDES Permit. Contractor shall comply with requirements specified in the Contract Documents, on the approved Erosion Control Plan, and by the Engineer. Contractor shall also comply with all other laws, rules, regulations, ordinances and requirements concerning soil erosion and sediment control established in the United States, the State of North Carolina and local authorities as applicable. The following documents and the documents referenced therein define the regulatory requirements for this Section 02276.

1. NPDES PERMIT: The North Carolina Department of Environment and Natural Resources General Permit NCG 010000 to Discharge Stormwater under the National Pollution Discharge Elimination System for Construction Activities (NPDES permit) governs land disturbance or construction activities of one (1) acre or more. On applicable sites, Contractor is responsible for complying with terms and conditions of this permit.
2. Manual for Erosion and Sediment Control: Contractor shall follow Practices and Standards of the North Carolina Erosion and Sediment Control Planning and Design Manual (NC ESCPDM), latest edition.

B. During the period beginning on the effective date of the permit and lasting until expiration, the Permittee is authorized to discharge stormwater associated with construction activity including clearing, grading and excavation activities resulting in the disturbance of land and related support activities. Projects disturbing less than 1 acre are not subject to the provisions of the General Permit, but all erosion and sedimentation control measures, practices, and discharges noted on the Contract Drawings shall be installed, operated, and maintained in accordance with the Drawings, this Specification, and the NC ESCPDM. Such discharges shall be controlled, limited and monitored as specified below.

1. The Contractor, as Co-Primary Permittee and Operator under the provisions of the NPDES Permit, shall submit a plan for compliance with the Owner-provided approved erosion and sedimentation control plan to the Engineer for approval. Plans must include designation of where 7 and 14-day ground stabilization requirements and where basins which comply with surface-withdrawal requirements of the NPDES permit, if applicable, are located. Land disturbing activity shall not commence until the plan is approved by the Engineer. Maintain an up-to-date copy of the approved plan on the site.

2. Implement the approved plan. Deviation from the plan is allowed only to correct emergency situations of sediment discharge offsite or when minor modifications are made to improve performance of the measures and the approval authority has been notified. Note allowed deviations on the plan maintained on the site.
3. Manage onsite activities such that no adverse impacts to water quality occur from site activities or allowed discharges. The following activities, and others on a site-specific basis, require oversight throughout the construction and development process to assure that all water quality standards are protected.
 - a. **Equipment Operation and Maintenance:** Equipment utilized during the construction activity on a site must be operated and maintained in such a manner as to prevent the potential or actual pollution of the surface or ground waters of the State. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged onto the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, of the State and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, of the State.
 - b. **Material Handling:** Herbicide, pesticide, and fertilizer usage during the construction activity shall be consistent with the Federal Insecticide, Fungicide, and Rodenticide Act and shall be in accordance with label restrictions.
 - c. **Building Material Waste Handling:** All wastes composed of building materials shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (North Carolina Administrative Code Section 15A NCAC 13B). In particular, the following guidelines shall be followed:
 - (1) No paint or liquid wastes in streams or storm drains.
 - (2) Dedicated area for demolition, construction, and other wastes must be located a minimum of 50' from storm drains and streams unless no reasonable alternatives are available.
 - (3) Earthen-material stockpiles must be located a minimum of 50' from storm drains and streams unless no reasonable alternatives are available.
 - (4) Concrete materials onsite, including excess concrete, must be controlled to avoid contact with surface waters, wetlands, or buffers. (Note discharges from onsite concrete plants may require coverage under a separate NPDES permit – NCG140000).
 - d. **Litter and Sanitary Waste:** The Permittee shall control the management and disposal of litter and sanitary waste from the site.

C. Violations and Fines

1. Contractor shall be responsible for reimbursing the Owner for any fines incurred as a result of violations to the NC Sedimentation Pollution Control Act, the NPDES General Permit for Stormwater Discharges on Construction Sites, and any applicable delegated local program's sediment control regulations until construction activities are complete and the project is accepted by the Owner. These include fines levied by the NCDENR Division of Land Quality, NCDENR Division of Water Quality and delegated local programs.
2. If violations result in the issuance of a Notice of Violation, the Contractor shall comply with the requirements of the Notice within the specified time period for compliance. Failure to comply could result in the assessment of a penalty for each day of the continuing violation, beginning with the date of the violation.
3. Violations may result in civil and/or criminal penalties which include fines and imprisonment.

1.05 SUBMITTALS

- A. Prior to the start of the work, the Contractor shall prepare and submit a plan for implementing the temporary and permanent erosion and sedimentation control measures as shown on the Contract Drawings and in the Erosion and Sediment Control Plan approved by the appropriate regulatory authority, if required. Construction work shall not commence until the schedule of work and the methods of operations have been reviewed and approved.
- B. The Contractor shall perform inspections of erosion and sedimentation control measures and stormwater discharge outfalls and prepare inspection reports as described in Part 3 of this Section. Copies of the inspection reports shall be submitted to the Engineer on a monthly basis.
- C. In accordance with the procedures and requirements set forth in the General Conditions Division 1 and Section 01300 - Submittals, the Contractor shall submit the following:
 1. Name and location of all material suppliers.
 2. Certificate of compliance with the standards specified above for each source of each material.
 3. List of disposal sites for waste and unsuitable materials and evidence of all required permits for use of those sites.

1.06 GUARANTEE

- A. All restoration and re-vegetation work shall be subject to the guarantee period of the Contract as specified in the General Conditions and elsewhere in these Specifications.

PART 2 -- MATERIALS

2.01 MATERIALS

- A. Materials for use in erosion and sedimentation control devices shall be in accordance with the NC ESCPDM.
- B. All erosion and sediment control bid prices shall include all excavation, grading, maintenance, legal sediment disposal, permits and all other work and appurtenances necessary to design, install and maintain the sediment and erosion control measures as detailed herein and in accordance with the NC ESCPDM.

2.02 SILT FENCE

- A. Silt (or sediment) fence shall be constructed as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.62 of the NC ESCPDM. Silt fences shall be installed below small disturbed areas that are less than ¼ acre disturbed per 100-feet of fence when slopes are less than 2%. Contractor shall refer to Table 6.62a in the NC ESCPDM for criteria. Silt fence shall not be installed across streams, ditches, or waterways or other areas of concentrated flows.
- B. Silt fence shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.62 of the NC ESCPDM. Silt fence shall be a woven geotextile filter fabric made specifically for sediment control. Filter fabric shall not rot when buried and shall resist attack from soil chemicals, alkalines and acids in the pH range from 2 to 13, and shall resist damage due to prolonged ultraviolet exposure. Filter fabric shall be C-50NW as manufactured by Contech Earth Stabilization Solutions, GT 142 as manufactured by SKAPS Industries, Soiltex ST 120N as manufactured by Geo-Synthetics, Inc., or approved equal. The cost of silt fence shall include the materials, excavation, backfill, aggregate, etc. and all maintenance and restoration activities required.
- C. Silt fence shall be stable for the 10-year peak storm runoff. Fabric shall meet the following specifications:

Temporary Silt Fence Material Property Requirements					
	Test Material	Units	Supported ¹ Silt Fence	Un-Supported ¹ Silt Fence	Type of Value
Grab Strength	ASTM D 4632	N (lbs)			
Machine Direction			400	550	MARV
			(90)	(90)	
x-Machine Direction			400	450	MARV
			(90)	(90)	
Permittivity ²	ASTM D 4491	sec-1	0.05	0.05	MARV
Apparent Opening Size ²	ASTM D 4751	mm	0.60	0.60	Max. ARV ³
		(US Sieve #)	(30)	(30)	
Ultraviolet Stability	ASTM D 4355	% Retained Strength	70% after 500 hours exposure	70% after 500 hours exposure	Typical

¹ Silt Fence support shall consist of 14 gage steel wire with a mesh spacing of 150 mm (6 inches), or prefabricated polymer mesh of equivalent strength.

² These default values are based on empirical evidence with a variety of sediment. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests in accordance with Test Method D 5141 should be performed by the agency to confirm suitability of these requirements.

³ As measured in accordance with Test Method D 4632.

- D. The synthetic filter fabric shall consist of at least 95% by weight of polyolefins or polyester, certified by the manufacturer, and as specified by Section 6.62 of the NC ESCPDM.
- E. The posts for silt fences shall be 1.33 lb/linear feet steel with a minimum length of 5 feet; posts shall have projections to facilitate fastening of the fabric.
- F. For reinforcement of standard strength filter fabric use wire fence with a minimum 14 gauge and a maximum mesh spacing of 6 inches.

2.03 STONE FOR EROSION CONTROL

- A. The Contractor shall place stone for erosion control as shown on the Contract Drawings, as specified herein, as specified in Section 1610 of the NCDOT Standard Specifications, and as detailed in Section 6.15 of the NC ESCPDM. The stone for erosion control shall consist of field stone or rough un-hewn quarry stone. The stone shall be sound, tough, dense, and resistant to the action of air and water. The stone for erosion control shall be Class (A) or Class (B) as specified in the NCDOT Standard Specifications, Section 1610, unless otherwise shown on the Contract Drawings.
- B. Stone for erosion control shall be designed, installed and maintained in accordance with Part 3 of this Section, Section 1610 of the NCDOT Standard Specifications, and Section 6.15 of the NC ESCPDM. The cost for stone for erosion control shall include furnishing, weighing, stockpiling, re-handling, placing and maintaining stone; disposal of any stone not incorporated into the project if directed by the Engineer; and any other incidentals necessary to complete the work.

2.04 RIP RAP

- A. The Contractor shall place rip rap as shown on the Contract Drawings, as specified in Section 1042 of the NCDOT Standard specifications for plain rip rap, and as detailed in Section 6.15 of the NC ESCPDM. The stone for rip rap shall consist of field stone or rough un-hewn quarry stone. The rip rap shall be sound, tough, dense, and resistant to the action of air and water. Neither the width nor thickness of individual stones shall be less than one third their length. The rip rap shall be Class 1, Class 2, or Class B as specified in the NCDOT Standard Specifications, Section 1042, unless otherwise shown on the Contract Drawings.
- B. Rip rap shall be designed, installed and maintained in accordance with Part 3 of this Section, Section 1042 of the NCDOT Standard Specifications, and Section 6.15 of the NC ESCPDM. The cost for rip rap shall include furnishing, weighing, stockpiling, rehandling, placing and maintaining rip rap; disposal of any rip rap not incorporated into the project if directed by the Engineer; and any other incidentals necessary to complete the work.

2.05 ROLLED EROSION CONTROL PRODUCTS (RECPs)

- A. RECPs, including Turf Reinforcement Mat (TRM), shall be installed as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and

as detailed in Section 6.17 of the NC ESCPDM. RECPs should be utilized to aid stabilization of slopes greater than 2:1 and with more than 10 feet of vertical relief. RECPs should also be used when mulch cannot be adequately tacked and where immediate ground cover is required to prevent erosion damage. Examples of RECPs are blankets, nets and matting.

- B. RECPs shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.17 of the NC ESCPDM. The cost for RECPs shall include all excavation, grading, and materials, and all maintenance activities.
- C. RECPs shall be used to aid in permanent stabilization of vegetated channels where runoff velocity will exceed 2 feet/second on bare earth during the 2-year rainfall event that produces peak runoff.
- D. RECPs shall be chosen based on the Design Criteria detailed in Section 6.17 of the NC ESCPDM. Typically, nets shall be used in conjunction with mulch; the use of mulch is typically not required with excelsior, woven straw blankets and coir blankets.
- E. The recommended anchoring devices are 12-inch minimum length wooden stakes, 11-gauge staples that are at least 6 inches long by 1 inch wide, or rigid, biodegradable stakes of a minimum of 6 inches in length. If Manufacturer's recommendations are more stringent, they shall supersede.
- F. The minimum bare soil shear stress values for specific RECPs are as follows:
 - 1. Straw with net temporary RECP shall be North American Green S150, American Excelsior Co. Curlex I, Contech SFB1, or equal with a minimum bare soil shear stress value of 1.5 lb/ft².
 - 2. Curled wood or coconut fiber RECP shall be American Excelsior Curlex II, North American Green C125, Contech EFB4 or equal matting with a minimum bare soil shear stress value of 2.0 lb/ft².
 - 3. Synthetic Turf Reinforcement Mat (TRM) shall be Enkamat 7020 as manufactured by Colbond Geosynthetics, Synthetic Industries Landlock Erosion Mat TRM 1060, TH8 as manufactured by TC Mirafi, or equal matting with a minimum long-term vegetated shear stress value of 5.0 lb/ft².

2.06 TEMPORARY AND PERMANENT DIVERSIONS

- A. Temporary diversions shall be constructed as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.20 and 8.05 of the NC ESCPDM. Permanent diversions shall be constructed as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.21 and 8.05 of the NC ESCPDM. Temporary diversions shall be constructed adjacent to disturbed areas to collect surface runoff from disturbed areas and direct the runoff to sediment basins or to divert non-sediment laden runoff away from undisturbed areas and/or sediment basins. All temporary diversions transporting sediment-laden runoff shall terminate in a sediment trapping device. Permanent diversions should be planned as a part of initial site development and should be coordinated with temporary diversions. All temporary and permanent diversions shall

be stabilized with vegetation or other means within 7 days of installation. Permanent diversions shall be used to divert water to locations where it can be used or released without erosion or flood damage. Dimensions shall be as shown on the Contract Drawings.

- B. Temporary diversions shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.20 and 8.05 of the NC ESCPDM, to the satisfaction of the Engineer, until the site has been stabilized. Permanent diversions shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.21 and 8.05 of the NC ESCPDM. The cost of temporary and permanent diversions shall include the excavation, grading, materials, etc. and all maintenance and restoration activities required.

2.07 TEMPORARY SLOPE DRAINS

- A. Temporary slope drains shall be constructed as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.32 of the NC ESCPDM. Temporary slope drains are used to convey concentrated runoff down the face of a slope without causing erosion and are generally used in conjunction with temporary diversions.
- B. The pipe diameter for temporary slope drains shall be selected according to Table 6.32a of the NC ESCPDM. The pipe shall be heavy-duty flexible material such as non-perforated, corrugated plastic pipe or specially designed flexible tubing.
- C. Temporary slope drains shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.32 of the NC ESCPDM, to the satisfaction of the Engineer, until the site has been stabilized. The cost of the temporary slope drains shall include the piping, earthwork, stone for erosion control, and all maintenance activities required.

2.08 TEMPORARY GRAVEL CONSTRUCTION ENTRANCES/EXITS

- A. Temporary gravel construction entrances/exits shall be located at points where vehicles enter and leave a construction site, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.06 of the NC ESCPDM.
- B. Temporary gravel construction entrances/exits shall be constructed with a minimum 6 inch layer of 2–3 inch washed stone placed over a stable foundation and shall be a minimum of 100 feet in length and 25 feet in width. Geotextile filter fabric shall be used under stone as shown on the Contract Drawings.
- C. Temporary gravel construction entrances/exits shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.06 of the NC ESCPDM, to the satisfaction of the Engineer, until the site has been stabilized. The cost of temporary gravel construction entrances/exits shall include the materials and all maintenance activities required, including additional tire washing as may be necessary.

2.09 TEMPORARY AND PERMANENT STABILIZATION OF DISTURBED AREAS

- A. Temporary and permanent stabilization of disturbed areas will be provided at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.10, 6.11, 6.12 and 6.14 of the NC ESCPDM. The Contractor shall provide ground cover adequate to restrain erosion on disturbed areas that will be left un-worked for periods exceeding 7 to 14 days, as noted in Section 1.01. F. of this specification.
- B. Soil amendments, including lime and fertilizer, shall be as detailed in Sections 6.10, 6.11 and 6.12 of the NC ESCPDM.
- C. Seed mixtures shall be selected based on site location and seasonal recommendations outlined in Sections 6.10 and 6.11 of the NC ESCPDM. Sod shall be selected based on site location and intended use as outlined in Section 6.12 of the NC ESCPDM.
- D. Mulch shall be as detailed in Section 6.14 of the NC ESCPDM. RECPs shall be as detailed in 2.05 herein and in Section 6.17 of the NC ESCPDM.
- E. Temporary soil stabilizer shall consist of an especially prepared highly concentrated powder which, when mixed with water, forms a thick liquid such as "Enviroseal 2001" by Enviroseal Corporation, "Terra Control" by Quattro Environmental, Inc., or "CHEM-CRETE ECO-110" by International CHEM-CRETE Corporation, and having no growth or germination inhibiting factors. The agent shall be used for hydroseeding grass seed in combination with other approved amendments resulting in a highly viscous slurry which, when sprayed directly on the soil, forms a gelatinous crust.
- F. Temporary and permanent stabilization of disturbed areas shall be achieved in accordance with Part 3 of this Section and Sections 6.10, 6.11, 6.12, 6.14 and 6.17 of the NC ESCPDM. The cost of temporary and permanent stabilization of disturbed areas shall include all grading, excavation and materials as well as all reseeding and other maintenance activities required until stabilization is achieved.

2.10 CHECK DAMS AND CHECK DAMS WITH WEIRS

- A. Check dams shall be constructed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.83 of the NC ESCPDM. Check dams with weirs shall be constructed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.87 of the NC ESCPDM.
- B. Check dams and check dams with weirs shall not be constructed in an intermittent or perennial stream. The drainage area for any one check dam or check dam with weir shall be limited to ½ acre.
- C. Dimensions shall be as shown on the Contract Drawings. Check dams shall be constructed of stone or riprap with filter fabric, fiber filtration tubes, or sediment logs, as indicated on the Contract Drawings. Check dams with weirs shall be constructed of stone or riprap with filter fabric. Material specifications for stone, riprap, fiber filtration tubes, and sediment logs appear herein. If Manufacturer's recommendations are more stringent, they shall supersede. Filter fabric shall be Type II Separator Geotextile, as specified in Section 02264 – Geotextile for Streamwork.

- D. Check dams shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.83 of the NC ESCPDM. Check dams with weirs shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.87 of the NC ESCPDM. The cost of check dams and check dams with weirs shall include all excavation, grading and materials as well as all maintenance activities required.

2.11 INLET EROSION CONTROL MEASURES

- A. Yard, Curb and other Inlet Erosion Control Measures shall be constructed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.50 through 6.55 of the NC ESCPDM. Inlet erosion control measures shall be used to prevent or limit the introduction of sediment to storm drain systems and allow early use of the of the storm drainage system. Maximum drainage areas for inlet erosion control measures vary from 1 acre for excavated drop inlet protection, hardware & cloth gravel inlet protection, and block and gravel inlet protection to more than 5 acres for rock pipe inlet protection. In addition to the inlet protection measures described in the NC ESCPDM, other measures may be specified by the Engineer. For measures not detailed in the NC ESCPDM, the materials will be as specified by the Engineer's and Manufacturer's instructions, with more stringent specifications superseding.
- B. Materials for Inlet Erosion Control Measures consist of silt fence, riprap, stone (gravel), hardware wire, sod, concrete blocks, and sediment logs. Riprap and stone for erosion control shall be as specified herein. Hardware wire shall be as specified in Section 6.51 of the NC ESCPDM. Sod shall conform to the specifications set forth in Section 6.12 of the NC ESCPDM. Concrete blocks shall be as specified in Section 6.52 of the NC ESCPDM. Material specifications for sediment logs appear within. If Manufacturer's recommendations are more stringent, they shall supersede.
- C. Inlet Erosion Control Measures shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.50 through 6.55 of the NC ESCPDM. Measures not described in the NC ESCPDM shall be designed, installed, and maintained in accordance with the Engineer's and Manufacturer's instructions, with more stringent instructions superseding. The cost of inlet erosion control measures shall include all excavation, grading and materials as well as all maintenance activities required.

2.12 FIBER FILTRATION TUBES (FFT's) AND SEDIMENT LOGS

- A. FFTs and sediment logs shall be installed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, and as specified herein.
- B. FFTs shall consist of composite wood fibers and man-made fibers, with or without performance-enhancing polymers, encased with cylindrical tubes composed of a heavy-duty, knitted, high density polyethylene mesh. The photodegradable mesh shall be oriented in a diamond or hexagonal pattern and shall move freely at all knitted yarn intersections.

- C. Sediment logs shall consist of natural fibers (wood, coconut, etc.) inside heavy duty knitted cylindrical tubing.
- D. FFTs and sediment logs shall be designed, installed and maintained as specified herein. If Manufacturer's recommendations are more stringent, they shall supersede. The cost of FFTs shall include all excavation, grading and materials as well as all maintenance activities required.

2.13 TEMPORARY AND PERMANENT CHANNELS

- A. Temporary and permanent channels shall be installed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.30, 6.31 and 8.05 of the NC ESCPDM. Temporary and permanent channels shall be used to convey concentrated runoff without damage from erosion, deposition or flooding.
- B. Temporary and permanent channels shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.30, 6.31 and 8.05 of the NC ESCPDM. The cost of all temporary and permanent channels shall include all excavation, grading and materials as well as all maintenance activities required.

2.14 TEMPORARY SEDIMENT TRAPS, SEDIMENT BASINS, AND SKIMMER SEDIMENT BASINS

- A. Temporary sediment traps shall be constructed as shown on the Contract Drawings, at the termination of all temporary diversions diverting sediment laden runoff, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.60 of the NC ESCPDM. These temporary measures shall not be constructed within an intermittent or perennial stream and shall be installed prior to any land disturbance activities within the drainage area. Temporary sediment traps shall be constructed by excavating the appropriate size rectangular basin and constructing a rock-fill dam on the discharge end. Where specific elevations are not indicated on the Contract Drawings, Contractor shall maintain basins at the depths shown below working grades.
- B. Sediment basins shall be installed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.61 and 8.07 of the NC ESCPDM. Skimmer sediment basins shall be installed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.64 of the NC ESCPDM. Sediment basins and skimmer sediment basins shall be used where drainage areas are too large for temporary sediment traps. **Outlet structures must withdraw from basin surface unless drainage area is less than 1 acre.** They shall retain sediment on the site and prevent off site sediment in waterways, and they shall not be located in intermittent or perennial streams. Sediment basins and skimmer sediment basins shall be installed prior to any land disturbance activities within the drainage area.
- C. Porous baffles shall be installed in temporary sediment traps, sediment basins, and skimmer sediment basins as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.65 of the NC ESCPDM. Porous baffles are used to reduce the velocity and turbulence of the water flowing through the structure and to facilitate the settling of sediment in the water before discharge. They effectively spread the flow across the entire width of a structure.

- D. Material used for porous baffles shall be as indicated on the Contract Drawings. Typical materials include silt fence, coir erosion blanket, coir mesh, and tree protection fence. Other materials may be used as noted on the Contract Drawings and indicated by the Engineer.
- E. The structure life for temporary sediment traps shall be limited to 2 years. Temporary sediment traps shall be spaced to limit the maximum tributary drainage area to 5 acres. The basin life of sediment basins and skimmer sediment basins shall be limited to 3 years unless they are designed as permanent structures. The drainage area for sediment basins and skimmer sediment basins shall be limited to 100 acres.
- F. The principal spillway for sediment basins shall consist of a riser and barrel. Ensure that the pipe is capable of withstanding the maximum expected load without yielding, buckling, or cracking. The basin should be provided with a skimmer or flashboard riser to dewater the basin from the water surface. The emergency spillway shall be constructed in undisturbed soil. The principal spillway outlet and emergency spillway shall be stabilized as shown on the Contract Drawings. Materials shall be as noted on the Contract Drawings.
- G. The principal spillway for skimmer sediment basins shall consist of a skimmer which dewateres the basin from the top of the water surface at a controlled rate. A dewatering rate of 24 to 72 hours is required. The skimmer outlet pipe shall be capable of withstanding the maximum expected load without yielding, buckling, or cracking. The emergency spillway shall be constructed in undisturbed soil whenever possible and shall be lined with impermeable geotextile fabric in accordance with Section 02264 – Geotextile for Streamwork. The principal spillway outlet and emergency spillway shall be stabilized as shown on the Contract Drawings.
- H. Temporary sediment traps shall be designed, constructed and maintained in accordance with Part 3 of this Section and Section 6.60 of the NC ESCPDM, to the satisfaction of the Engineer, until the sediment producing areas have been permanently stabilized. The cost of the temporary sediment traps shall include the excavation, grading, fill, baffles, stone for erosion control, washed stone, geotextile, etc. and all maintenance activities required.
- I. Sediment basins shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.61 and 8.07 of the NC ESCPDM. Skimmer sediment basins shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.64 of the NC ESCPDM. The cost of sediment basins and skimmer sediment basins shall include all excavation, grading and materials as well as all maintenance activities required.
- J. Porous baffles shall be designed, installed and maintained in accordance with Part 3 of this Section and Section 6.65 of the NC ESCPDM. The cost of porous baffles shall include all excavation, grading and materials as well as all maintenance activities required.

2.15 OUTLET STABILIZATION STRUCTURE

- A. Outlet stabilization structures shall be constructed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Sections 6.41 and 8.06 of the NC ESCPDM. These structures shall be used where the discharge velocity of the upstream water conveyance structure exceeds the permissible velocity of the receiving channel or disposal area.
- B. Structures shall be sized for a capacity equivalent to a 10-year, peak runoff or design discharge of the water conveyance structure, whichever is greater. Riprap materials shall be as specified on the Contract Drawings. Filter fabric shall be Type II Separator Geotextile, as specified in Section 02264 – Geotextile for Streamwork.
- C. Outlet stabilization structures shall be designed, installed and maintained in accordance with Part 3 of this Section and Sections 6.41 and 8.06 of the NC ESCPDM. The cost of outlet stabilization structures shall include all excavation, grading and materials as well as all maintenance activities required.

2.16 FLEXIBLE GROWTH MEDIUM

- A. Flexible growth medium shall be applied at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, and as specified herein.
- B. Flexible growth medium is a spray-on flexible blanket that controls soil erosion and accelerates seed germination for establishment of vegetation. It is made of wood fibers, man-made fibers, and additives that are applied wet to the prepared surface. The flexible growth medium may be mixed with seed and fertilizer prior to application. Seed and fertilizer rates shall comply with applicable stabilization of disturbed area requirements of this Section.
- C. Flexible growth medium shall not be used in areas of concentrated flow unless installed in conjunction with a RECM or TRM.
- D. Flexible growth medium shall be installed and maintained in accordance with Part 3 of this Section. If Manufacturer's recommendations are more stringent, they shall supersede. The cost of flexible growth medium shall include all materials as well as all maintenance activities required.

2.17 TREE PROTECTION FENCE

- A. Tree protection fence shall be installed at the locations shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.05 of the NC ESCPDM.
- B. Tree protection fence shall be used to protect trees and their root zones during construction. Tree protection fence shall be brightly-colored, UV-resistant poly barricade fabric. Signs designating the area as protected shall be installed on all sides of the fence. Wording and spacing of the signage shall be as indicated on the Contract Drawings.

- C. Tree protection fence shall be installed and maintained in accordance with Part 3 of this Section and Section 6.05 of the NC ESCPDM. The cost of tree protection fence shall include all materials as well as all maintenance activities required.

PART 3 -- EXECUTION

3.01 INSTALLATION AND MAINTENANCE

- A. All installation and maintenance shall be conducted in accordance with this specification and the NC ESCPDM. In the event of a discrepancy between this specification, Manufacturer's recommendations and the NC ESCPDM, the more stringent requirements shall take precedence.
- B. If applicable, all requirements of the NPDES Permit shall be followed. In the event of a discrepancy between this specification and the NPDES Permit requirements, the more stringent requirements shall take precedence.
- C. If possible, erosion and sedimentation control devices shall be established prior to clearing operations in a given area. Where such practice is not feasible, the erosion and sedimentation control device(s) shall be established concurrent with the clearing operations or immediately following completion of the clearing operations.
- D. The Contractor shall furnish the labor, materials and equipment required for routine maintenance of all erosion and sedimentation control devices. At a minimum, maintenance shall be scheduled as required for a particular device to maintain the removal efficiency and intent of the device. Note that specific maintenance intervals for various measures and practices are specified within the NC ESCPDM. Of the maintenance requirements specified herein and in the NC ESCPDM, the more stringent shall take precedence for each and every sediment and erosion control measure utilized on the site. Maintenance shall include but not be limited to 1) the removal and satisfactory, legal disposal of accumulated sediment from traps or silt barriers and 2) replacement of filter fabrics used for silt fences and stone impaired by sediment in stone filters, gravel construction entrances, etc. Maintenance as noted in items 1) and 2) above shall be performed as required, and at least once every 3 months for the duration of construction activities. Sediment removed from erosion and sedimentation control devices shall be disposed of in locations that will not result in off-site sedimentation as acceptable to the Engineer, at no additional cost to the Owner. If no suitable on site locations are available, all such sediment will be legally disposed of off site, at no additional cost to the Owner.

3.02 SILT FENCE

- A. Silt Fence shall be designed, installed and maintained in accordance with the requirements of Section 6.62 of the NC ESCPDM. Silt fence shall be erected at the locations shown on the Contract Drawings and at all other locations as may be directed by the Engineer. Silt fence shall be erected and maintained to the satisfaction of the Engineer until a vegetative ground cover has been established. Replacement of the filter fabric and its associated appurtenances, if required by the Engineer, will be at the Contractor's expense.

- B. Silt fence shall not be installed across streams, ditches, waterways or other areas of concentrated flow.
- C. Dig a trench approximately 8 inches deep and 4 inches wide and place the fabric in the bottom of the excavated ditch or use the slicing method to insert the fabric into a cut sliced in the ground with a disc. Ensure that the height of the sediment fence does not exceed 24 inches above the ground surface.
- D. Install posts 4 feet apart in critical areas and 6 feet apart on standard applications when extra strength filter fabric is used. When wire mesh support is used, posts shall be installed a maximum of 8 feet apart. Install posts 2 feet deep on the downstream side of the silt fence, as close as possible to the fabric.
- E. Joints should be avoided along the fencing. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post.
- F. Compaction is vitally important for effective results. Compact the soil immediately next to the silt fence fabric with the front wheel of the tractor, skid steer or roller exerting at least 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of 4 trips.
- G. Stabilized outlets for silt fence shall be provided at locations shown on the Contract Drawings. The outlet section shall have a maximum width of 4 feet. The height of silt fence at the outlet shall be a maximum of 1 foot. A 5 foot x 5 foot (minimum) apron of #57 washed stone shall be provided on the downstream side of the silt fence outlet.
- H. Silt fence shall be erected around all catch basins which are located downstream from any construction work unless other inlet protection is specified. Should any catch basins be indicated to be relocated or modified, silt fence shall be utilized until work is completed on the catch basins. Upon completion of the modification, the area shall be rough graded, as shown on the Contract Drawings, until the end of the project, at which time final grading shall occur.
- I. Inspect silt fence at least once a week and after each rainfall event. Make any required repairs immediately.
- J. Should the fabric of any silt fence collapse, tear, decompose or become ineffective, replace it promptly. All fabric shall be replaced after the first 3 months of construction activity and every 3 months thereafter until construction activities are complete.
- K. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.
- L. Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized. Removal of any silt fence shall be permitted only with the prior approval of the Engineer or the local governing agency.

3.03 STONE FOR EROSION CONTROL

- A. Stone for erosion control shall be designed, installed, and maintained in accordance with the requirements of Section 6.15 of the ESCPDM. Stone for erosion control shall be dumped and placed in such manner that the larger rock fragments are uniformly distributed throughout the rock mass and the smaller fragments fill the voids between the larger fragments. Rearranging of individual stones by equipment or by hand shall only be required to the extent necessary to secure the results specified above, to protect structures from damage when rock material is placed against the structures, or to protect the underlying Type II Separator Geotextile from damage during installation.
- B. Inspect at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period. Remove accumulated sediment and replace stone impaired by sediment as necessary.

3.04 RIPRAP

- A. Riprap shall be designed, installed and maintained in accordance with the requirements of Section 6.15 of the NC ESCPDM. Riprap shall be graded so that the smaller stones are uniformly distributed through the mass. The Contractor may place the stone by mechanical methods, augmented by hand placing where necessary or ordered by the Engineer. The placed riprap shall form a properly graded, dense, neat layer of stone. The placed riprap shall have a minimum depth of 24 inches unless otherwise specified by the Engineer. Type II Separator Geotextile, as specified in Section 02264 – Geotextile for Streamwork, shall be used under all riprap unless otherwise noted.
- B. Inspect periodically for scour or dislodged stones. Control of weed and brush growth may be needed.

3.05 ROLLED EROSION CONTROL PRODUCTS (Different from Section 02242 – Coir Mat)

- A. RECPs shall be designed, installed and maintained in accordance with the requirements of Section 6.17 of the NC ESCPDM. The Engineer may direct the Contractor to place RECPs in permanent channels or on slopes at other locations in addition to those shown on the Contract Drawings. If Manufacturer's instructions are more stringent, they shall supersede.
- B. The Contractor shall place the RECPs where directed immediately after the channel or slope has been properly graded and, if applicable, prepared, fertilized, and seeded.
- C. Grade the surface of the installation area so that the ground is smooth and loose. When seeding prior to installation, follow the steps in Section 6.10 (Temporary Seeding) and 6.11 (Permanent Seeding) of the NC ESCPDM as applicable. Remove all large rocks, debris, etc. so as to ensure that good contact between the RECP and the ground is maintained so that no erosion occurs beneath the RECP. Terminal anchor trenches are required at RECP ends and intermittent trenches must be constructed across channels at 25-foot intervals. Terminal anchor trenches should be a minimum of 12 inches in depth and 6 inches in width, while intermittent trenches should be a minimum of 6 inches deep and 6 inches wide. Take care to maintain direct contact between the soil and the RECP.

- D. For slope installation, place RECP 2-3 feet over top of slope and into an approximately 12 inch deep by 6 inch wide excavated end trench. Using staples, stakes, or pins, anchor the RECP at 1 foot intervals along the bottom of the trench, backfill, and compact. Along the slope, pin the RECP in a 3 foot center-to-center pattern; provide a minimum 3 inch overlap for adjacent rolls.
- E. For channel installations, excavate 12 inch deep by 6 inch wide terminal trenches across the upper and lower end of the lined channel. Anchor the RECP at a minimum of 25 foot intervals utilizing either two rows of anchors or 6 inch by 6 inch cross trenches. Bury outside RECP edges in longitudinal trenches 6 inches deep and wide along the channel edges. Pin the RECP in at 1 foot intervals along the bottom of terminal trenches, backfill, and compact. Overlap adjacent rolls a minimum of 3 inches and pin at 1 foot intervals. Place the first RECP at the downstream end of the channel and unroll upstream. When starting installation of a new roll, begin in a trench or shingle-lap ends of rolls a minimum of 1 foot with upstream RECP on top to prevent uplifting.
- F. Staples, stakes, and pins shall be driven so that the top is flush with the ground.
- G. During the establishment period, check RECPs at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period. Immediately make repairs. Good contact with the ground must be maintained. Monitor and repair the RECP as necessary until ground cover is established.

3.06 TEMPORARY AND PERMANENT DIVERSIONS

- A. Temporary diversions shall be designed, installed and maintained in accordance with the requirements of Sections 6.20 and 8.05 of the NC ESCPDM. Permanent diversions shall be designed, installed, and maintained in accordance with the requirements of Sections 6.21 and 8.05 of the NC ESCPDM. The Contractor shall provide temporary and permanent diversions at all locations noted on the Contract Drawings and at all other locations as may be directed by the Engineer.
- B. Remove and properly dispose of all trees, debris, etc. Fill and compact all ditches, swales, etc. that will be crossed to natural ground level or above.
- C. Excavate, shape and stabilize diversions as shown on the Contract Drawings and described herein. Unless otherwise noted, provide vegetative stabilization immediately after installation of permanent diversions. Temporary diversions that are to serve longer than 7 working days shall be seeded and mulched as soon as they are constructed to preserve dike height and reduce maintenance. Seed and mulch disturbed areas draining into the diversions within 14 calendar days of completing any phase of grading.
- D. For temporary diversions, ensure that the top of the dike is not lower at any point than the design elevation plus the specified settlement. Provide sufficient room around temporary diversions to permit machine re-grading and cleanout. Vegetate the ridge of temporary diversions immediately after construction unless they will remain in place less than 7 working days.
- E. Provide outlet protection adequate to accept flow from diversion plus any other contributing runoff. Sediment-laden runoff shall be routed through a sediment-trapping device.

- F. Inspect temporary diversions once a week and after every rainfall event. Immediately remove sediment from the flow area and repair the diversion ridge. Carefully check outlets and make timely repairs as needed. When the area protected is permanently stabilized, remove the ridge and the channel to blend with the natural ground level and appropriately stabilize it. Inspect permanent diversions weekly and after every rainfall event during construction operations until permanent vegetation is established. After vegetation is established, inspect after major storms. Immediately remove any debris and make repairs as needed in a timely manner. Maintain healthy vegetation at all times.

3.07 TEMPORARY SLOPE DRAINS

- A. Temporary slope drains shall be designed, installed and maintained in accordance with the requirements of Section 6.32 of the NC ESCPDM. The Contractor shall provide temporary slope drains with inlet and outlet protection and associated diversion channels at all locations noted on the Contract Drawings, and at other locations as may be directed by the Engineer.
- B. Place slope drains on undisturbed soil or well compacted fill. Slightly slope the section of pipe under the dike toward its outlet. Hand-tamp the soil under and around the entrance section in lifts not to exceed 6 inches.
- C. Ensure that all slope drain connections are watertight. Ensure that all fill material is well-compacted. Securely fasten the exposed section of the drain with grommets or stakes spaced no more than 10 feet apart. Extend the drain beyond the toe of the slope and provide outlet protection.
- D. Immediately stabilize all disturbed areas following construction.
- E. Inspect the temporary slope drain, inlet and outlet protection, and supporting diversions weekly and after every rainfall event and promptly make any necessary repairs. When the protected area has been permanently stabilized, temporary measures may be removed, materials disposed of properly, and all disturbed areas stabilized appropriately.

3.08 TEMPORARY GRAVEL CONSTRUCTION ENTRANCES/EXITS

- A. Temporary gravel construction entrances/exits shall be designed, installed and maintained in accordance with the requirements of Section 6.06 of the NC ESCPDM. The Contractor shall provide temporary gravel construction entrances/exits at all locations noted on the Contract Drawings and at all other locations as may be directed by the Engineer.
- B. Maintain the gravel pad as specified in Section 6.06 of the NC ESCPDM and in a condition to prevent mud or sediment from leaving the construction site. This may require periodic topdressing with 2 – 3 inch stone. Inspect each construction entrance at least weekly and after each rainfall event and replace stone impaired by sediment as necessary. Immediately remove all objectionable materials spilled, washed, or tracked onto public roadways.

- C. If, despite the use of a gravel construction entrance/exit, most of the mud and sediment are not removed from vehicle tires, tire washing may be necessary as detailed in Section 6.06 of the NC ESCPDM. If necessary this shall be done at no additional cost to the Owner.

3.09 TEMPORARY AND PERMANENT STABILIZATION OF DISTURBED AREAS

- A. The Contractor shall temporarily stabilize disturbed areas that will not be brought to final grade within 14 calendar days unless as noted in 1.01 F. of this Section. Temporary seeding shall be applied on areas that include diversions, dams, temporary sediment basins, temporary road banks and topsoil stockpiles. Areas to be stabilized with permanent vegetation must be seeded or planted within 14 working days after final grade is reached, unless temporary stabilization is applied. Temporary seeding provides protection for no more than 1 year, after which permanent stabilization should be initiated.
- B. Complete grading before preparing seedbeds, and install all necessary erosion control measures. Minimize steep slopes. If soils become compacted during grading, loosen to a depth of 6-8 inches.
- C. Reseed and mulch temporary seeding areas where seedling emergence is poor, or where erosion occurs, as soon as possible. Do not mow. Protect from traffic as much as possible.
- D. Refer to Section 6.10 of the NC ESCPDM for additional information and specifications regarding seedbed requirements, plant selection, seeding and mulching for temporary seeding applications.
- E. The operation of equipment is restricted on slopes steeper than 3:1. Provisions for vegetation establishment can be made during final grading. Vegetation chosen for these sites must not require mowing or other intensive maintenance. Good mulching practices are critical for protecting against erosion on steep slopes.
- F. Generally, a stand of vegetation cannot be determined to be fully established until soil cover has been maintained for one full year from planting. Inspect seeded areas for failure and make necessary repairs and reseedings within the same season, if possible.
- G. Reseeding – If a stand has inadequate cover, re-evaluate choice of plant materials and quantities of lime and fertilizer. Re-establish the stand after seedbed preparation or over-seed the stand. Consider seeding temporary, annual species if the time of year is not appropriate for permanent seeding.
- H. If vegetation fails to grow, soil must be tested to determine if acidity or nutrient imbalance is responsible.
- I. Fertilization - On the typical disturbed site, full establishment usually requires re-fertilization in the second growing season. Fine turf requires annual maintenance fertilization. Use soil tests if possible or follow the guidelines given for the specific seeding mixture.

- J. Refer to Section 6.11 of the NC ESCPDM for additional information and specifications regarding seedbed requirements, plant selection, seeding and mulching for permanent seeding applications.
- K. Refer to Section 6.12 of the NC ESCPDM for additional information and specifications regarding soil preparation, sod selection, installation, and maintenance for sodding.
- L. Inspect all seeded areas weekly and after heavy rains until permanent cover is established. Inspect within 6 weeks of planting to see if stands are adequate. Fertilize, reseed and mulch damaged and sparse areas immediately.

3.10 CHECK DAMS AND CHECK DAMS WITH WEIRS

- A. Check dams shall be designed, installed and maintained in accordance with the requirements of Section 6.83 of the NC ESCPDM. Check dams with weirs shall be designed, installed and maintained in accordance with the requirements of Section 6.87 of the NC ESCPDM. The Contractor shall provide check dams or check dams with weirs at all locations noted on the Contract Drawings and at all other locations as may be directed by the Engineer.
- B. Stone shall be placed on a filter fabric foundation. Center stone shall be at least 9 inches below natural ground level and stone shall extend 1.5 feet beyond ditch bank.
- C. For check dams with weirs, provide an apron with a length 3 times the height of the dam and a width a minimum of 4 feet. A 12-inch layer (minimum) of sediment control stone shall be placed on the upstream side of the dam. Excavate sediment storage area to the dimensions shown on the Contract Drawings.
- D. Fiber filtration tubes and sediment logs may be specified for use as check dams. These measures shall be installed according to instructions included herein. If Manufacturer's recommendations are more stringent, they shall supersede.
- E. Spacing shall be such that the elevation of the top of the lower dam is the same as the toe elevation of the upper dam.
- F. Check dams and check dams with weirs shall be inspected at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period. Sediment, limbs and other debris shall be cleared from the channel. Repairs shall be made immediately.

3.11 INLET EROSION CONTROL MEASURES

- A. Inlet erosion control measures shall be designed, installed and maintained in accordance with the applicable requirements of Sections 6.50 through 6.55 of the NC ESCPDM. If inlet erosion control measures shown on the Contract Drawings are not included in the NC ESCPDM, Engineer's and Manufacturer's instructions for design, installation, and maintenance shall be followed, with more stringent instructions superseding. The Contractor shall provide inlet erosion control measures at all locations noted on the Contract Drawings, and at all other locations as may be directed by the Engineer.

- B. Excavated drop inlet protection shall be installed and maintained in accordance with Section 6.50 of the NC ESCPDM. Drainage area is limited to 1 acre. The minimum volume of excavated area around the drop inlet is 1800 ft³/acre disturbed. Minimum depth of the excavated area shall be 1 foot and maximum depth shall be 2 feet as measured from the crest of the inlet structure. Weep holes shall be protected by gravel. Inspect the excavated basin at least weekly and after every storm event until the contributing drainage area has been permanently stabilized. Remove sediment when the storage volume has been reduced by one-half.
- C. Block and gravel inlet protection shall be installed and maintained in accordance with Section 6.52 of the NC ESCPDM. Drainage area shall be limited to 1 acre unless site conditions allow for frequent removal of accumulated sediment. The height of the block barrier shall be no more than 12 inches and no less than 24 inches. On the bottom row, place some of the blocks on their side to allow for dewatering. Place wire mesh over all block openings to hold gravel in place. Lateral support may be provided by placement of 2 x 4 wood studs through block openings. Place gravel 2 inches below the top of the block barrier. The top elevation of the structure must be at least 6 inches below the ground elevation downslope from the inlet to ensure that all stormwater flows over the structure and enters the storm drain instead of bypassing the structure. Block and gravel inlet protection shall not be used near the edge of fill material and shall not divert water away from the storm drain. Inspect at least weekly and after every storm event until the contributing drainage area has been permanently stabilized. Remove sediment as necessary to provide adequate storage volume for subsequent rains. Replace stone as needed.
- D. Rock pipe inlet protection shall be installed and maintained in accordance with Section 6.55 of the NC ESCPDM. Rock pipe inlet protection may be used at pipes with a maximum diameter of 36 inches. It shall not be installed in intermittent or perennial streams. The minimum crest width of the riprap berm shall be 3 feet, with a minimum bottom width of 11 feet and minimum height of 2 feet. The top of the riprap shall be 1 foot lower than the shoulder of the embankment or diversions. The outside face of the riprap should be covered with a 12-inch thick layer of #5 or #57 washed stone. The sediment storage area should be excavated upstream of the rock pipe inlet protection, with a minimum depth of 18 inches below grade. The rock pipe inlet protection shall be inspected at least weekly and after any storm event of greater than ½ inch of rain per 24-hour period. Repairs shall be made immediately. Remove sediment when the volume of the sediment storage area has been decreased by one-half and replace the contaminated part of the gravel facing.

3.12 FIBER FILTRATION TUBES (FFT_s) AND SEDIMENT LOGS

- A. FFTs and sediment logs shall be placed along slopes to function as slope breaks and to minimize sediment transport and in diversions/channels to serve as check dams. The Contractor shall provide FFTs and sediment logs at all locations noted on the Contract Drawings, and at all other locations as may be directed by the Engineer.
- B. FFTs and sediment logs shall be installed to maintain contact with the soil surface. Install prior to seeding. May be installed before or after installation of RECPs.

- C. Anchor the upstream/upslope side of the FFTs using wire staples or approved devices at 1-foot intervals. Drive wooden stakes through downstream/downslope side of the FFTs at 2-foot intervals. Take care not to compress the FFTs. Backfill and compact loose soil against the upstream/upslope side. Overlap adjacent FFT ends by a minimum of 1 foot.
- D. For channel installation, construct anchor trench 3 inches deep by FFT diameter and place loose soil against upstream side of FFT. For channel gradients of 2%, install trenches on 25-foot intervals. Decrease interval distance with steeper channel gradients or more highly erosive soils.
- E. Any sediment accumulation at the base of the FFT must be removed when it reaches one-third of the height of the tube. FFT may need to be removed if fully loaded with captured sediment for maximum product performance. FFTs are to be left in place or removed from the site as directed by the Engineer.
- F. Sediment logs do not require installation trenches. Wood stakes shall be placed at least every 2 feet along the length of the sediment log. Stakes shall only penetrate the netting around the log. They shall not be driven through the center of the log. Sediment logs are to be left in place or removed from the site as directed by the Engineer.
- G. The FFTs and sediment logs shall be inspected at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period. Look for signs of flow undercutting the logs. Re-anchor and replace as necessary.

3.13 TEMPORARY AND PERMANENT CHANNELS

- A. Temporary and permanent channels shall be designed, installed and maintained in accordance with the requirements of Sections 6.30, 6.31 and 8.05 of the NC ESCPDM. The Contractor shall provide temporary and/or permanent channels at all locations noted on the Contract Drawings, and at all other locations as may be directed by the Engineer.
- B. Remove all trees, brush, stumps, etc. from the channel area and dispose of properly.
- C. Excavate the channel to the dimensions shown on the plans, over-excavating to allow for liner thickness. Remove and properly dispose of all excess soil so that surface water may enter the channel freely.
- D. Armor the channel as specified on the Contract Drawings. If the specified channel lining requires an establishment period, protect the channel with mulch or a temporary liner sufficient to withstand anticipated velocities during this period.
- E. During the establishment period, inspect channels weekly and after every rainfall. After lining has been fully established, inspect channels after any storm event of greater than ½ inch of rain per 24-hour period. Immediately make repairs.
- F. Perform all channel construction to keep erosion and water pollution to a minimum. Immediately upon completion of the channel, vegetate all disturbed areas or otherwise protect them against soil erosion. Where channel construction will take longer than 7 days, stabilize channels by reaches.

- G. Inspect the channel outlet and all road crossings for bank stability and evidence of piping or scour holes. Give special attention to outlets and points where concentrated flow enters the channel.
- H. Maintain all vegetation adjacent to and in the channel in a healthy, vigorous condition to protect the area from erosion.
- I. Remove all significant sediment accumulations to maintain the designed carrying capacity.

3.14 TEMPORARY SEDIMENT TRAPS, SEDIMENT BASINS, AND SKIMMER SEDIMENT BASINS

- A. Temporary sediment traps shall be designed, installed and maintained in accordance with the requirements of Section 6.60 of the NC ESCPDM. Sediment basins shall be designed, installed and maintained in accordance with the requirements of Section 6.61 of the NC ESCPDM. Skimmer sediment basins shall be designed, installed and maintained in accordance with the requirements of Section 6.64 of the NC ESCPDM. The Contractor shall provide these structures at all locations shown on the Contract Drawings and at all other locations as may be directed by the Engineer.
- B. Care shall be taken to ensure that proper site preparation operations are conducted prior to trap or basin construction. Clear, grub and strip embankment location.
- C. A cut-off trench shall be excavated along the center line of the earth fill embankment for sediment basins and skimmer sediment basins. Keep the trench dry during backfilling and compaction operations.
- D. Fill material shall be free of roots, woody vegetation, rocks, and other objectionable materials. Fill shall be placed in 6 to 8 inch layers and compacted. Construct the embankment to an elevation 10 percent (minimum of 6 inches) higher than the design height to allow for settling.
- E. Inlets to the sediment traps and basins shall be constructed so as to prevent erosion. Use diversions to divert sediment-laden water to the upper end of the basin.
- F. Shape the sediment trap or basin to the specified dimensions.
- G. Following construction of the embankment, clear the sediment trap or basin area below the crest elevation of the spillway to facilitate sediment cleanout. Provide access for cleanout of accumulated sediment.
- H. Spillway/outlet configuration shall be constructed as specified below.
- I. Temporary sediment trap
 - 1. Construct riprap outlet in embankment. Use filter fabric or a keyway cutoff trench between the riprap and the soil to protect it from piping. The outlet weir must be level and constructed to grade to assure design capacity. Ensure that the stone

spillway outlet extends downstream past the toe of the embankment until the outlet velocity is acceptable for the receiving stream.

2. Provide emergency bypass in natural, stable areas, located so that flow will not damage the embankment.

J. Sediment Basin

1. Securely attach the riser to the barrel or barrel stub to make a watertight structural connection. Secure all barrel connections with approved watertight assemblies. Install anti-seep collar(s) as noted on the Contract Drawings. Ensure that the pipe stays in firm contact with its foundation when compacting fill around the pipe. Do not use pervious material as backfill around the pipe. Anchor the riser to prevent floatation. Install trash guard to prevent the riser and barrel from becoming clogged.
2. Install basin dewatering mechanism as noted on the Contract Drawings.
3. Install outlet protection as specified at principal spillway outlet. Install the emergency spillway in undisturbed soil and provide stabilization as specified.

K. Skimmer sediment basin

1. Excavate a shallow pit under the skimmer or provide a low support of stone or timber under the skimmer to prevent the skimming device from settling into the mud.
2. Place the barrel on a firm, smooth foundation of impervious soil. Do not use pervious material to backfill around the pipe. Ensure that the barrel stays in firm contact with its foundation when compacting fill around the pipe.
3. Assemble the skimmer following the Manufacturer's instructions, or as designed.
4. Lay the assembled skimmer on the bottom of the basin with the flexible joint at the inlet of the barrel pipe. Attach the flexible joint to the barrel pipe and position the skimmer over the excavated pit or support. Attach a rope to the skimmer and anchor it to the side of the basin so that the skimmer may be pulled to the side for maintenance.
5. Install the spillway in undisturbed soil to the greatest extent possible and line with laminated plastic or impermeable geotextile fabric. Anchor the edges of the fabric in a trench with staples or pins. Install outlet protection as specified at the principal spillway outlet.

- L. Install porous baffles in temporary sediment traps, sediment basins, and skimmer sediment basins as shown on the Contract Drawings and as specified herein. Porous baffles shall be designed, installed and maintained in accordance with the requirements of Section 6.65 of the NC ESCPDM. The Contractor shall provide porous baffles at all locations noted on the Contract Drawings, and at all other locations as may be directed by the Engineer.

1. Care shall be taken when installing porous baffles so they perform as designed. Baffle material shall be secured at the bottom and sides of sediment trap or basin. Fabric shall not be spliced but a continuous piece shall be used across the trap or basin.
 2. Install at least three rows of baffles between the inlet and outlet discharge point. Sediment traps and basins less than 20 feet in length may use 2 baffles.
 3. Posts or saw horses shall be installed across the width of the sediment trap or basin unless an alternate baffle configuration is shown on the Contract Drawings. Steel posts shall be driven to a depth of 24 inches, spaced a maximum of 4 feet apart. Baffle weirs shall be installed at locations and according to details on the Contract Drawings. Except in locations of baffle weirs, the top of the fabric shall be 6 inches higher than the invert of the spillway and 2 inches lower than the top of the berms.
- M. Sediment traps and basins shall be constructed so that the area disturbed and resulting erosion is minimized. The emergency spillway, embankment, and all other disturbed areas above the crest of the principal spillway are to be stabilized immediately after construction.
- N. Sediment traps and basins may attract children and should be considered dangerous. Steep side slopes should be avoided and fences with warning signs may be necessary if trespassing is likely.
- O. Inspect temporary sediment traps, sediment basins, and skimmer sediment basins once a week and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period. Repairs shall be made immediately.
1. Sediment, limbs and other debris shall be cleared and the trap or basin shall be restored to its original dimensions when it accumulates to one-half the design depth or more frequently as directed by the Engineer. Sediment material removed from traps and basins shall be disposed of by the Contractor in locations that will not result in off-site sedimentation as acceptable to the Engineer, at no additional cost to the Owner. If no suitable on site locations are available, all such sediment will be legally disposed of off site, at no additional cost to the Owner.
 2. The embankment, spillways and outlet shall be checked for erosion damage and the embankment shall be checked for piping and settlement. Immediately fill any settlement of the embankment to slightly above design grade. Any riprap displaced from the spillway must be replaced immediately. Replace contaminated gravel facing of riprap outlets as necessary. Inspect vegetation. Reseed and re-mulch as necessary.
 3. Baffles, fabric and skimmer shall be inspected for damage. Repairs shall be made immediately. Re-anchor baffles if water is flowing under or around them.

4. Debris shall be removed from the skimmer to prevent clogging. Special precautions shall be taken in winter to prevent the skimmer from plugging with ice.

3.15 OUTLET STABILIZATION STRUCTURE

- A. Outlet stabilization structures shall be designed, installed and maintained in accordance with the requirements of Sections 6.41 and 8.06 of the NC ESCPDM.
- B. The Contractor shall ensure the subgrade, riprap and gravel filter conforms to the grading limits shown on the plans.
- C. Riprap shall be installed in accordance with the specifications contained herein, with filter fabric placed under the riprap.
- D. The apron shall be constructed on zero grade with no overfill. Ensure the apron is properly aligned with the receiving stream.
- E. All disturbed areas shall be stabilized with vegetation immediately after construction.
- F. Outlet stabilization structures shall be inspected at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period to see if any erosion around or below the riprap has taken place or if stones have been dislodged. Repairs shall be made immediately.

3.16 FLEXIBLE GROWTH MEDIUM

- A. Flexible growth medium shall be applied and maintained in accordance with the requirements detailed herein. If Manufacturer's recommendations are more stringent, they shall supersede.
- B. Grade area according to the Contract Drawings and prepare seedbed in accordance with this Section and Section 02910 – Final Grading and Landscaping.
- C. Apply flexible growth medium at rate noted on the Contract Drawings. Application may be made either in conjunction with application of seed and fertilizer or following application of seed and fertilizer. Slope interruption devices are recommended when slope lengths exceed 100 feet. Traffic shall be kept off treated areas.
- D. Areas treated with flexible growth medium shall be inspected at least weekly and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period until vegetation is established. Reapply in areas where seedling emergence is poor.

3.17 TREE PROTECTION FENCE

- A. Tree protection fence shall be installed and maintained in accordance with the requirements of Section 6.05 of the NC ESCPDM. If Manufacturer's recommendations are more stringent, they shall supersede.
- B. Install tree protection fence around all designated tree protection areas prior to clearing,

deliveries, and other construction activities onsite. Post signs designating area as protected on all sides of the fencing.

- C. Inspect tree protection fence weekly. Repair and replace as needed.

3.18 ADDITIONAL REQUIREMENTS

- A. All storm sewer piping shall be blocked at the end of every working day until the inlet is constructed above grade.
- B. All streets around the construction area shall be scraped as necessary to prevent accumulation of dirt and debris.
- C. The Contractor shall provide adequate means to prevent any sediment from entering any storm drains, curb inlets (curb inlet filter box), ditches, streams, or bodies of water downstream of any area disturbed by construction. Excavation materials shall be placed upstream of any trench or other excavation to prevent sedimentation of offsite areas. Silt fence will be provided, at no additional cost to the Owner, around excavation materials if deemed necessary by the Engineer. In areas where a natural buffer area exists between the work area and the closest stream or water course, this area shall not be disturbed.
- D. The Engineer may direct the Contractor to place any additional sediment and erosion control devices at other locations not shown on the Drawings.

3.19 INSPECTIONS AND MAINTENANCE

- A. The Contractor shall designate an Authorized Representative to perform inspections and maintenance as described herein. Contractor shall perform regular inspections and maintain records as follows:
 - 1. Inspections shall be performed, at a minimum, once every seven calendar days and within 24 hours after any storm event of greater than ½ inch of rain per 24-hour period.
 - 2. A rain gauge shall be maintained in good working order on the site and all rainfall amounts recorded throughout the duration of construction activities.
 - 3. Inspection reports must be available on-site during business hours unless a site-specific exemption is approved.
 - 4. Inspection records must be kept for 3 years following completion of construction and be available upon request.
 - 5. Electronically-available records may be substituted under certain conditions as approved by Land Quality and DWQ.
- B. During inspections the following will be observed and appropriate maintenance activities shall be performed:

1. The conformance to specifications and current condition of all erosion and sediment control structures.
 2. The effectiveness and operational success of all erosion and sediment control measures.
 3. The presence of sediments or other pollutants in storm water runoff at all runoff discharge points.
 4. The presence of sediments or other pollutants in receiving waters.
 5. Evidence of off-site tracking at all locations where vehicles enter or exit the site.
 6. Evidence of impacts to water quality due to site activities pertaining to equipment operation and maintenance, material handling, and material storage and construction laydown areas exposed to precipitation.
- C. Immediate action shall be taken to repair/maintain erosion and sediment control measures that are not performing as designed. The State reserves the right to stop all construction activities not related to these measures until such deficiencies are repaired.
- D. In areas that have undergone final stabilization, inspections and, if necessary, maintenance by Contractor will occur at least once per month for the duration of the contract or project, whichever is longer.

3.20 REMOVAL OF TEMPORARY SEDIMENT CONTROL STRUCTURES

- A. At such time that temporary erosion and sediment control structures are no longer required under this item, the Contractor shall notify the Engineer of its intent and schedule for the removal of the temporary structures. The Contractor shall obtain the Engineer's approval in writing prior to removal. Once the Contractor has received such written approval from the Engineer, the Contractor shall remove, as approved, the temporary structures and all sediments accumulated at the removed structure shall be returned upgrade and stabilized so they do not re-erode. In areas where temporary control structures are removed, the site shall be left in a condition that will restore original drainage. Such areas shall be evenly graded and seeded as specified in Section 02910 - Final Grading and Landscaping.

-- END OF SECTION --

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SECTION 02277
SPECIALTY SEEDING

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing and installing all permanent seed for the areas specified to be seeded on the Contract Documents with wetland, riparian, native woodland, right-of-way or other specialty seeding.
- B. Related Sections:
 - 1. Section 02279, "Watering".
 - 2. Section 02280, "Temporary Seeding".

1.02 SUBMITTALS

- A. Prior to start of work on this item, the Contractor shall submit a proposed seeding schedule, including the source of the seed, to the Engineer for review along with a schedule. No work shall be performed until the Engineer approves this schedule.

1.03 QUALITY ASSURANCE

- A. The Contractor is responsible for a 100% Warranty period for the first thirty (30) days followed by a one year 85% care and replacement warranty on all specialty seed areas. The period of care and replacement shall begin after inspection and approval of the initial installation of all specialty seed and continue for one year, with one potential replacement period.

PART 2 – PRODUCTS

2.01 Materials

- A. Specialty seed mixes shall be as specified below or as specified on the Contract Documents:
 - 1. Zone A: Native Steep Slope Mix – ERNMX – 181 - or Approved Equal
 - 2. Zone B: NC Coastal Plain Riparian Mix – ERNMX – 301 - or Approved Equal
 - 3. Zone C: 5311 Conservation Mix – ERNMX – 114 - or Approved Equal
- B. Seed shall be certified that the Pure Live Seed (PLS) percentage is equal to or greater than that which is specified on the Plant Schedules. Combined PLS shall exceed 75

percent. If the PLS is less than specified, the Contractor shall increase the seeding rate to compensate for the PLS difference at his/her own expense.

- C. All seed and seed varieties shall be free from State and Federal prohibited noxious weed seeds and the following:

Annual bluegrass	Corn cockle	Spurred anode
Bermuda grass	Dodder	Wild garlic
Bindweed	Giant foxtail	Wild onion
Cocklebur	Horse nettle	

- D. Mulching straw

- 1. Bright, small grain type straw that is free of rot and noxious weed seeds.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Mulch: Apply ½ inch to ¾ inch thick layer or 60 to 80 bales per acre.
- B. Hydro mulch: Wood cellulose applied at a net dry weight of 750 pounds per acre.
- C. Erosion Control Blankets acceptable as determined by the Engineer.
- D. Mulching straw and Stabilizing Materials:

All straw mulch shall be bound with a suitable binder or straw shall be rolled thoroughly with a crimping roller in several directions to prevent erosion of the soil and/or mulch.

- E. Water: Per Section 02279, "Watering."
- F. Fertilizer: The Contractor shall use organic fertilizers in lieu of petroleum-based fertilizers. Suitable products that are commercially available are marketed and certified as 'organic' or 'natural' fertilizers. Organic materials shall include such items as sea grasses/kelp, rock powder, bone meal, whey, bean meal, blood meal, composted manure, etc. Product nutrient content shall be identified in the standard form of Nitrogen (N), Phosphorous (P) and Potassium (K) ratios. Fertilizer shall be applied as directed by the seed supplier and any associated soil test results.
- G. Limestone Application: Limestone shall be applied as directed by the seed supplier and any associated soil test results.
- H. Construction: The contractor shall furnish and install the permanent seed mix as per the Construction Drawings.
- I. Installation: All areas disturbed by construction shall be seeded in accordance with the planting plans and schedules. Areas not disturbed, or areas where the Owner allows permanent retention of wood chip mulch protection, shall not be seeded.

All areas to be seeded shall conform to the finished grades as specified on the plans and be free of all weeds, trash, debris, brush, clods, loose rocks and other foreign materials larger than 3 inches in diameter or length that would interfere with seeding. All gullies, washes or disturbed areas that develop after final dressing shall be repaired prior to seeding.

No seeding shall be performed on frozen ground or when the temperature is 32°F/0°C or lower.

Sow seed mixture between the dates of March 1 and May 31 or between the dates of August 15 and October 31. If planting cannot be accomplished within the dates noted above, apply temporary seeding and mulch. Mulch as specified above. Lime and fertilizer requirements shall be as noted above.

Temporary seed mix shall be per Section 02280, "Temporary Seeding".

- J. Site Preparation: Areas that are to be seeded as directed by the planting plan AND have not been graded or otherwise had the soil exposed shall be lightly disked or rototilled to a 1-inch depth.

- 1. Broadcast Method:

- Broadcast by hand or by backpack seeder using the proper proportion seeding rate and seed proportion for area. To help proportion the seed, filler can be used such as; sawdust, kitty litter, or sand. Broadcast half the seed in direction (vertically) and the other half in the opposite direction (horizontally). To achieve good seed-to-soil contact this procedure is to be followed by rolling or tracking seed into top ¼ inch of the soil.

- 2. Hydro-seeding Method:

- In areas too wet to work use the hydro-seed. Apply seed with amount of hydro-mulch for good seed placement. To follow up use straw mulch or hydro-mulch to seed cover.

- K. Mulching: At the rate of two tons/acre apply non-rotten small grain straw after seeding. Using a vegetable oil based tackifier at the rate of 100 pounds in 750 gallons of water per acre or an approved tackifier and anchor mulch immediately after application. During the period of October 31 through February 28 the site should be protected by applying and anchoring straw mulch at the rate of two tons per acre, seeding should start as soon as possible in the spring.

- L. Broadcasting: Seeding shall be accomplished by using a broadcast spreader. The Engineer must approve any alternative seeding methods. All seeding equipment shall be calibrated before application to the satisfaction of the Engineer so that the material is applied accurately and evenly to avoid misses and overlaps. Seed installed by a broadcast spreader shall be capable of placing seed at the specified rate.

Seed shall be applied within the top ¼ inch of the soil in two different directions. The Contractor shall maximize the seed/soil contact by firming soil around the seed with a cultipacker, other similar equipment, or by dragging the surface with chain link fence.

Immediately after seeding, the site shall be watered lightly but thoroughly so that the top 4 inches of soil is saturated.

The Contractor shall mulch and tack all seeded areas within 24 hours after seeding.

- M. Maintenance: Inspect all areas and make repairs. Replace and reseed as required to produce an acceptable stabilized area. Do not mow seed mix areas at any time after the completion of seeding or re-seeded areas during maintenance period.

3.02 WARRANTY

- A. Warranty: The Contractor is responsible for a 100% Warranty period for the first thirty (30) days followed by a one year 85% care and replacement warranty on all specialty seed areas. The period of care and replacement shall begin after inspection and approval of the initial installation of all specialty seed and continue for one year, with one potential replacement period.

- END OF SECTION -

SECTION 02278

STREAMWORK PLANT INSTALLATION

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing and planting trees, shrubs, and herbaceous plants to complete the work for planting zones as specified on the Planting Plan in the Construction Documents or as directed by the Engineer. No substitution of plant materials is permitted without prior written approval from the Engineer.
- B. Related Sections:
 - 1. Section 02261, "Tubelings"

1.02 SUBMITTALS

- A. Prior to the start of work on this item, the Contractor shall submit a proposed planting schedule, including source of plant material, to the Engineer for review. No work shall be performed until the Engineer approves this schedule.

1.03 QUALITY ASSURANCE

- A. All plant material shall conform to the current issue of the *American Standard for Nursery Stock* published by the American Association of Nurserymen.
- B. Plant materials must be selected from certified nurseries that have been inspected by state and/or federal agencies. Nursery inspection certificates shall be furnished to the Engineer upon request.
- C. The nursery supply source shall certify that the origin of the seeds from which the trees and shrubs were produced is from Hardiness Zone 8, east of the Mississippi River.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Plants: Per Contract Documents
- B. Fertilizer: Plant fertilizer is to be applied only to containerized plants. The Contractor shall use organic fertilizers. Suitable products that are commercially available are marketed and certified as "organic" or "natural" fertilizers. Organic materials shall include such items as: sea grasses/kelp, rock powder, bone meal, whey, bean meal, blood meal, composted manure, etc. Product nutrient content shall be identified in the standard form of Nitrogen (N), Phosphorous (P) and Potassium (K) ratios. Typical

organic fertilizer nutrient content ranges from 1-1-1 to 10-2-10. The minimum acceptable nutrient content shall be 4-2-4, unless otherwise directed by the Engineer.

- C. Mycorrhizal Fungi: Mycorrhizal fungi applied to trees and shrubs shall consist of live spores of both endo- and ectomycorrhizal fungi.
- D. Mulch: Mulch applied to trees and shrubs shall consist of composted hardwood bark.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. To perform all site preparation, including removal of pavements, structures, and inclusion of soil amendments, PRIOR to installing plantings. To promptly replace any existing trees designated to remain that are damaged or destroyed during development.
- B. All areas disturbed by construction shall be planted in accordance with the composition and planting schedules for each designated planting zone.
- C. The Contractor shall refer to the Plant Schedules and Details on the Construction Documents for specific spacing requirements. In the Planting Schedule, the Contractor shall use the Overall Spacing figure to determine the spacing between each species of vegetation. The Contractor shall use the Individual Spacing figure to determine the spacing between each plant of the same species.
- D. Immediately after site preparation and approval, trees, saplings and shrubs shall be planted. Planting shall not be conducted between June 1 and September 1, or as directed by the Engineer.
- E. Rootstock of the plant material shall be kept moist during transport from the source to the job site and until planted.
- F. Plant material collected from the "wild" is prohibited unless written permission is obtained on a case-by-case basis from the Engineer.
- G. Container grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil. Roots shall visibly extend to the inside face of the growing container without the presence of circling roots. All container grown plants shall be grouped and watered daily until they are planted.
- H. Plants damaged in handling or transportation may be rejected by the Engineer.
- I. Water: Water used in the establishment or caring of plants and seed shall be free from any substance that is injurious to plant life. See Section 02279, "Watering" for more detail.
- J. The Contractor is required to stake out each individual planting pit for trees and request the Engineer to inspect and approve plant spacing and planting techniques prior to proceeding.

- K. All planting pits shall be dug by hand. Walls of planting pits shall be dug so that they are vertical or sloping outward in heavy soils. Scarify the walls of the pit after digging.
- L. Excavate the planting pit to 2 times the width of the root mass. The planting pit shall be deep enough to allow the root flare to be flush with the existing grade or no more than 3 inches higher.
- M. Remove all debris from the pit and tamp loose soil in the bottom of the pit by hand. Remove the plant either by cutting or inverting the container. There is no need to remove the peat pot or cut the root mass of herbaceous plugs. Do not handle the plant by the branches, leaves or stem.
- N. Place the plant straight in the center of the planting pit, carrying the plant by the root mass. Never lift or carry a plant by the trunk or branches.
- O. No fertilizer shall be used for herbaceous planting. Place 4 ounces of fertilizer in each plant pit for up to 1-gallon size containers, 6 ounces for up to 3-gallon container size and place 8 ounces for up to a 5-gallon container size. Place the fertilizer in the planting pit completely surrounding the plant ball prior to backfilling.
- P. Mix a minimum of 500 spores of endomycorrhizal fungi and 30 million spores of ectomycorrhizal fungi to each cubic foot of backfill for trees and shrub planting.
- Q. Backfill planting pit with existing soil and hand tamp as pit is being backfilled to completely fill all voids and air pockets. Do not over compact soil. Make sure plant remains straight during backfilling/tamping procedure. If staking is required, trees must be staked. All stakes must be removed after six (12) months.
- R. Do not cover the top of the root mass with soil.
- S. Trees shall be mulched. A minimum of 20-inch diameter area of mulch shall be placed around each plant. Mulch shall be 2-3 inches thick. Mulch shall NOT be placed directly against the stem of the plant.
- T. Water plants thoroughly immediately after planting, unless otherwise directed by the Engineer. The Contractor shall leave no open planting pits at the close of each day.

3.02 MAINTENANCE

- A. During planting, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures, and private property.
- B. Remove all tags, labels, strings and wire from the plant materials, unless otherwise directed by the Engineer.
- C. Final cleanup shall be the responsibility of the Contractor and consist of removing all trash and materials incidental to the project and disposing of them off-site.

- D. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor. See Section 02279, "Watering" for more detail.

3.03 WARRANTY

- A. The Contractor is responsible for a 100% Warranty period for the first thirty (30) days followed by a one year 85% care and replacement warranty on all plant installation. The period of care and replacement shall begin after inspection and approval of the initial installation of all plantings and continue for one year, with one potential replacement period.

- END OF SECTION -

SECTION 02279

WATERING

PART 1 – GENERAL

1.01 SUMMARY

- A. The work specified in this specification relates to watering necessary to ensure the success criteria for seeded areas, sod, herbaceous plants, shrubs, trees, tubelings and live stakes.
- B. Related Sections:
 - 1. Section 02280, "Temporary Seeding."
 - 2. Section 02277, "Specialty Seeding."
 - 3. Section 02246, "Live Stakes."

1.02 SUBMITTALS – N/A

PART 2 – PRODUCTS - NA

PART 3 – EXECUTION

3.01 INSTALLATION

The work to be performed under this specification consists of the following:

- A. Initial Week of Plant Installation: In the absence of adequate rainfall (one or more inches per week), watering shall be performed daily or as often as necessary during the first week and in sufficient quantities to maintain moist soil to a depth of 4 inches. Watering should be conducted in the early morning to minimize loss caused by evaporation to prevent wilting.

- B. After Initial Week of Plant Installation: The Contractor is required to water plantings on a weekly basis during the period of time between April 1 and October 15 during dry weather weeks. A dry week is defined as 7 or more days without at least one inch of rain.
- C. All watering must be accomplished using a hose with nozzle end breaker or a sprinkler. Water must be applied in sufficient quantities to maintain moist soil to a depth of at least 4 inches. Water must be applied at low water pressure directly to each plant, allowing water to be absorbed into the planting pit soil until saturated, but without runoff. The Contractor must avoid application of too much water.
- D. The following may be used as a guideline for water volume requirements for plants installed for streamwork.

<u>Caliper</u>	<u>Gallons of Water</u>
Under 1"	5
1.5"	5 to 10
2"	10 to 15
2.5"	15 to 20
>2.5"	20 to 30

- E. Acceptable water sources: Contractor to supply a water truck or water plants from a nearby hydrant. When a hydrant is used, the Contractor is responsible for all regulations, permits or expenses necessary to use the public water supply. Based on site conditions and the written pre-approval of the Engineer, the Contractor may use onsite water sources such as irrigation ponds, sediment basins, pools within stream areas, etc subject to all appropriate environmental regulations and the tenets of the sediment and erosion control plan for the project.
- F. After written acceptance of the defined maintenance period, the Contractor is responsible for the removal of all watering lines, sprinklers, etc used for the project.

- END OF SECTION -

SECTION 02280

TEMPORARY SEEDING

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing and installing all temporary herbaceous seed for all areas distributed by construction as directed by the Engineer. Seed type, etc shall be as per the Construction Documents.
- B. Related Sections:
 - 1. Section 02279, "Watering."

1.02 SUBMITTALS

- A. Contractor shall submit seed mix and source of mix to Engineer for review and approval.
- B. Seeding Alternates: The Engineer, prior to Notice to Proceed, must approve any alternative seeding method. All seeding equipment shall be calibrated before application to the satisfaction of the Engineer so that the material is applied accurately and evenly to avoid misses and overlaps. Seed installation by a broadcast spreader shall be capable of placing seed at the specified rate.

1.03 QUALITY ASSURANCE

- A. Temporary seed shall germinate within 14 days and shall provide 90% coverage within 28 days.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Seed: Seed shall be as specified on the Contract Documents.
- B. Straw: Bright, small grain type straw. Shall be free of rot and noxious weeds.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. All stream corridor and construction staging areas shall receive temporary seed. Areas not disturbed shall not be seeded. All areas to be seeded shall conform to the finished grades as specified on the plans and be free of all weeds, trash, debris, brush, clods, loose rocks and other foreign materials larger than 3 inches in diameter or length that

would interfere with seeding. All gullies, washes or disturbed areas that develop subsequent to final dressing shall be repaired prior to seeding. Seeding shall be performed from March 1 through November 30 or as directed by the Owner. No seeding shall be performed on frozen ground or when the temperature is 32° F/ 0° C or lower. Seeding shall be accomplished by using a broadcast spreader, or as directed by the Owner. Seeding areas require the placement of straw mulch. If significant wind is anticipated within the first week of seeding, an organically based tackifier shall be used to keep straw in place.

- B. Seed shall be applied within the top ¼ inch of the soil in two different directions. The Contractor shall maximize the seed/soil contact by firming soil around the seed with a cultipacker, other similar equipment, or by dragging the surface with chain link fence.
- C. Final cleanup shall be the responsibility of the Contractor and consist of removing all trash and materials incidental to the project and disposing of them off-site.

- END OF SECTION -

SECTION 02500
SURFACE RESTORATION

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Provide all labor, equipment, and materials necessary for final grading, topsoil placement, and miscellaneous site work not included under other Sections but required to complete the work as shown on the Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02200 - Earthwork
- B. Section 02276 - Erosion and Sedimentation Control
- C. Section 02910 - Final Grading and Landscaping

PART 2 -- MATERIALS

2.01 TOPSOIL

- A. Topsoil shall meet the requirements of Section 02200 – Earthwork.

PART 3 -- EXECUTION

3.01 FINAL GRADING

- A. Following approval of rough grading the subgrade shall be prepared as follows:
 - 1. For riprap, bare soil 24 inches below finish grade or as directed by Engineer.
 - 2. For topsoil, scarify 2-inches deep at 4 inches below finish grade.

3.02 TOPSOIL PLACEMENT

- A. Topsoil shall be placed over all areas disturbed during construction under any contract except those areas which will be paved, graveled or rip rapped.
- B. Topsoil shall be spread in place for lawn and road shoulder seed areas at a 4-inch consolidated depth and at a sufficient quantity for plant beds and backfill for shrubs and trees.
- C. Topsoil shall not be placed in a frozen or muddy condition.

- D. Final surface shall be hand or mechanically raked to an even finished surface to finish grade as shown on Drawings.
- E. All stones and roots over 4-inches and rubbish and other deleterious materials shall be removed and disposed of.

- END OF SECTION -

SECTION 02710

STORM DRAINS AND ROOF DRAINS

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Furnish all labor, equipment and materials in connection with the installation of exterior underground Storm drains and Roof drains as shown on the Contract Drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02200 – Earthwork

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. ASTM D 3350 – Standard Specifications for Polyethylene Plastic Pipe and Fitting Material.

ASTM F 447 – Standard Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.04 SUBMITTALS

- A. Furnish and submit shop drawings and certificates for the piping work as outlined in the General Conditions and Division 1.

PART 2 - PRODUCTS

2.03 SMOOTH LINED CORRUGATED POLYETHYLENE PIPE - STORM DRAINS

A. General

- 1. Smooth lined corrugated polyethylene pipe shall be used for storm drains and shall be BLUE SEAL watertight HDPE pipe as manufactured by Hancor, Inc., N-12 WT IB (Watertight) Pipe by ADS, Inc., or approved equal.

B. Pipe and Fittings

- 1. Smooth lined corrugated polyethylene pipe and fittings shall conform to AASHTO M252-TYPE S for 4" to 10" diameter and AASHTO M294 - TYPE S for 12" to 36" diameter. All pipes shall be of the sizes indicated on the Contract Drawings.

C. Joints

- 1. Joints shall be watertight bell and spigot type; Hancor, Inc. BLUE SEAL, ADS, Inc.

N-12 WT IB, or equal.

2.04 BACKFILL MATERIAL

- A. Locally available materials shall be used for pipe backfill if Contractor demonstrates the soils meet one of the acceptable soil classifications outlined in Table 1. Imported materials meeting the criteria of Table 1 may also be used.

TABLE 1 – ACCEPTABLE BACKFILL MATERIAL AND COMPACTION REQUIREMENTS

Soil Classifications				
Description	ASTM D 2321	ASTM D 2487	AASHTO M 43	Minimum Standard Proctor Density %
Graded or crushed, crushed stone, gravel	Class I	--	5 56	Dumped
Well-graded sand, gravels and gravel/sand mixtures, poorly graded sand, gravels and gravel/sand mixtures; little or no fines	Class II	GW GP SW SP	57 6	95%
Silty or clayey gravels, gravel/sand/silt or gravel and clay mixtures; silty or clayey sands, sand/clay or sand/silt mixtures	Class III	GM GC SM SC	Gravel and Sand (<10% fines)	95%

PART 3 – EXECUTION

3.01 INSPECTION

- A. Each length of pipe and fittings delivered to the property shall be inspected by the Contractor, in the presence of the Engineer, for flaws, cracks, dimensional tolerances and compliance with the referenced Standards. The Contractor shall provide the Engineer with suitable templates or calipers for checking pipe dimensions. Only lengths of pipe and fittings accepted by the Engineer and so marked may be installed in the work.

3.02 INSTALLATION

- A. Special care shall be exercised during delivery, distribution and storage of the pipe and fittings to prevent damage. Damaged pipe will be rejected and shall be replaced at the Contractor's expense. Storage of pipe and fittings, prior to use, shall be in such a manner as to keep the materials clean and dry.
- B. Trenching, bedding and backfilling shall be as specified in Section 02200 - Earthwork of these Specifications and Section 2.04 Backfill Material of this Specification. Under no

condition shall pipe be laid in water or when trench conditions or weather are unsuitable for such work.

- C. All pipes and fittings shall be handled carefully in loading and unloading. They shall be lifted by hoists or lowered on skidways in such a manner as to avoid shock. Derricks, ropes or other suitable equipment shall be used for lowering the pipe into the trench. Pipe and fittings shall not be dropped or dumped.
- D. Each pipe and fitting shall be inspected before it is lowered into the trench. The interior of the pipe and all joint surfaces shall be thoroughly cleaned and shall thereafter be maintained clean. The open ends of pipe shall be securely plugged whenever pipe laying is not in progress.
- E. Pipe and fittings shall be selected so that there will be as small a deviation as possible at the joints and so that inverts present a smooth surface. All joints shall be installed, made up and inspected in accordance with approved printed instructions of the manufacturer. Pipe and fittings which do not fit together to form a tight joint will be rejected.
- F. Pipe shall be laid accurately to the lines and grades shown on the drawings or as directed by the Engineer.
- G. If an adequate foundation for the pipe is not available at the desired depth, additional excavation shall be required and the foundation brought to desired grade with suitable granular material.
- H. Rock outcroppings, very soft soils such as muck, and other similar materials not providing proper foundation support shall be removed/replaced with suitable granular material.
- I. Bedding material directly under the pipe invert shall be left in native condition and not compacted. Pipe shall be placed on the bedding, then backfilled under the pipe haunches before further backfill is placed.
- J. Class I materials may be dumped around pipe. Voids shall be eliminated by knifing under and around the pipe or by other approved technique.
- K. Inorganic silts, and gravelly, sandy, or silty clays, and other Class IV materials (not shown in Table 1) shall not be used for pipe backfill.
- L. Any section of the pipe that is found defective in material, alignment, grade, joints, or otherwise, shall be satisfactorily corrected by the Contractor at no additional cost to the Owner.

3.03 COMPACTION

A. General

- 1. Place and assure backfill and fill materials achieve an equal or higher degree of compaction than undisturbed materials adjacent to the work.

2. In no case shall degree of compaction below “Minimum Compactions” specified be accepted.

B. Compaction Requirements: Unless noted otherwise on the Drawings or more stringently by other sections of these Specifications, comply with following trench compaction criteria:

TABLE 2 – MINIMUM COMPACTIONS

Location	Soil Type	Density
1. Compacted select backfill:		
All applicable areas	Cohesive soil	95 percent of maximum dry density by ASTM D698
	Cohesionless soils	75 percent of maximum relative density by ASTM D4253 and ASTM D4254
2. Common trench backfill:		
Under pavements roadways surfaces, D698 within highway right-of-ways, adjacent to retaining walls	Cohesive soils	95 percent of maximum dry density by ASTM D698
	Cohesionless soils	75 percent of maximum relative density by ASTM D4253 and ASTM D4254
Under turfed, sodded plant seeded, non-traffic areas	Cohesive soils	95 percent of maximum dry density by ASTM D698
	Cohesionless soils	75 percent of maximum relative density by ASTM D4253 and ASTM D4254

C. Ensure backfill materials have moisture content within three (3) percent of optimum moisture content at the time of placement.

3.04 TESTING

A. General

1. The Contractor shall provide at his own expense, all labor, material, measuring devices and water necessary to perform the required tests. All tests shall be performed in the presence of the Engineer. Disposal of water shall be in accordance with Section 02241.

END OF SECTION

SECTION 02910

FINAL GRADING AND LANDSCAPING

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Furnish all labor, equipment, and materials necessary for final grading, topsoiling, seeding, and miscellaneous site work not included under other Sections, but required to complete the work as shown on the Drawings and specified herein. Under this Section, all areas of the project site disturbed by excavation, materials storage, temporary roads, etc., shall be reseeded as specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02276 - Erosion and Sedimentation Control.
- B. Section 02500 - Surface Restoration.

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - 1. Product Data
 - 2. Certification of all materials
 - 3. Three (3) copies of composition and germination certification and of test results for grass seed.

PART 2 -- PRODUCTS

2.01 CONTRACTOR'S RESPONSIBILITIES

- A. Furnish and submit certification for the materials used as specified in the General Conditions, Division 1 and Division 2.

2.02 TOPSOIL

- A. Upon completion and approval of the rough grading, the Contractor shall place the topsoil over all areas disturbed during construction except those areas which will be paved, graveled or rip rapped. Topsoil shall not be placed in a frozen or muddy condition and shall contain no toxic materials harmful to grass growth. Topsoil shall be as defined under Section 02200, Earthwork.

2.03 WATER

- A. Water shall be furnished to the Contractor by the Owner from existing facilities as directed by the Engineer.

- B. The Contractor shall furnish all hoses and connections necessary to complete the landscaping work.

2.04 FERTILIZER

- A. Fertilizer shall be a complete commercial fertilizer with components derived from commercial sources. Fertilizer analysis shall be determined from field soil sampling in appropriate number taken by the Contractor and analyzed by the N.C. Department of Agriculture or other independent laboratory. Contractor shall furnish fertilizer in accordance with the recommendations of the N.C. Department of Agriculture.
- B. One-quarter of the Nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of natural organic Nitrogen. Available Phosphoric Acid shall be free from superphosphate, bone, or tankage. Potash shall be Sulphate of Potash. Elements shall conform to the standards of Association of Official Agricultural Chemists.
- C. Fertilizer shall be delivered in standard size bags marked with the weight, analysis of contents, and the name of the manufacturer. Fertilizer shall be stored in weatherproof storage areas and in such a manner that its effectiveness will not be impaired.

2.05 LIME

- A. At least 50% shall pass a No. 200 U.S.S. mesh sieve. At least 90% shall pass a No. 100 U.S.S. mesh sieve and 100% shall pass a No. 10 U.S.S. mesh sieve. Total carbonates shall not be less than 80% or 44.8% Calcium Oxide equivalent. For the purpose of calculation, total carbonates shall be considered as Calcium Carbonate.

2.06 GRASS SEED

- A. The Contractor shall furnish the kinds and amounts of seed to be seeded in all areas disturbed by the construction work. All seed shall be labeled to show that it meets the requirements of the North Carolina Seed Law. All seed must have been tested within six (6) months immediately preceding the planting of such material on the job.
- B. The inoculant for treating legume seed shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species. Inoculants shall not be used later than the date indicated on the container. The quality of the seed shall conform to the following:

Type	Minimum Seed Purity (%)	Minimum Germination (%)	Maximum Weed Seed (%)
Fescue (fungus free)	98	90	1.00
Hybrid Rye	98	85	0.10
Sudan grass	98	85	0.25
Millet	98	85	0.50
Sericea Lespedeza			
Scarified	98	85	0.50
Unscarified	98	85	0.50

C. Scarified Lespedeza may contain 20% hard seed and unscarified 50% hard seed. Seed containing prohibited noxious weed seed shall not be accepted. Seed shall be in conformance with N.C. Seed Law restrictions for restricted noxious weeds.

D. Seed mixtures to be used on the project shall be as follows:

P - 25#/acre Bermuda Grass (Add 10#/acre German Millet between April 15th and August 15th. Add 40#/acre Hybrid Rye between August 15th and April 15th.)

TW - 120#/acre Hybrid Rye

TS - 40#/acre Pearl or Brown Top Millet or 50#/acre Sudan grass

Note: P - Permanent Seeding
TW - Temporary Winter Seeding
TS - Temporary Summer Seeding

2.07 WOOD CELLULOSE FIBER MULCH

A. For use in hydroseeding grass seed in combination with fertilizers and other approved additions, shall consist of especially prepared wood cellulose fibers such as "Conwed", "Mat-Fiber", or equal, and have no growth or germination inhibiting factors, and be dyed green.

B. The wood cellulose fiber shall have the additional characteristic of dispersing rapidly in water to form a homogeneous slurry and remain in such state when agitated in the hydraulic mulching unit, or adequate equal, with the specified materials.

C. When applied, the wood cellulose fiber with additives will form an absorptive mat but not a plant inhibiting membrane, which will allow moisture, natural or mechanical, to percolate into underlying soil.

D. The mulch shall be supplied, compressed in packages containing 50 pounds of material having an equilibrium air dry moisture content at time of manufacture of 12% plus or minus 3%. Wood cellulose fiber mulch shall be stored in a weatherproof storage area and in such a manner that effectiveness will not be impaired.

2.08 STRAW MULCH

A. Straw used for mulch shall be small grain hay. Hay shall be undamaged, air dry, threshed straw, free of undesirable weed seed. Straw mulch is not required for seeded areas treated with a temporary soil stabilizer.

2.09 TEMPORARY SOIL STABILIZER

- A. The temporary agent for soil erosion control shall consist of an especially prepared highly concentrated powder which, when mixed with water, forms a thick liquid such as "Enviroseal 2001" by Enviroseal Corporation, "Terra Control" by Quattro Environmental, Inc., or "CHEM-CRETE ECO-110" by International CHEM-CRETE Corporation, and having no growth or germination inhibiting factors. The agent shall be used for hydroseeding grass seed in combination with other approved amendments resulting in a highly viscous slurry which, when sprayed directly on the soil, forms a gelatinous crust.

2.10 ROLLED EROSION CONTROL PRODUCTS

- A. The rolled erosion control products (RECPs) shall be as specified in Section 02276 - Erosion and Sedimentation Control.

2.11 RIPRAP AND HERBICIDES

- A. Furnish and install sufficient quantity of landscape gravel or riprap to cover over the ground to a minimum 4-inch depth for gravel and 24-inch depth for riprap, unless otherwise noted, or indicated on the Drawings. Also furnish and apply an approved herbicide to the subgrade surface just prior to installing the landscape gravel or riprap.
- B. During placing, the stone shall be graded so that the smaller stones are uniformly distributed through the mass. The Contractor may place the stone by mechanical methods, augmented by hand placing where necessary or ordered by the Engineer. The placed riprap shall form a properly graded, dense, neat layer of stone.
- C. All topsoil and vegetative matter shall be removed from the subgrade surfaces prior to the application of the weed killer (herbicide) and to the placement of landscape gravel or riprap. Apply commercial-type herbicide as preemergence control of miscellaneous grasses and broadleaf weeds in granular or liquid form such as "Treflan", "Dymid", or equal. Methods and rates of application shall be in strict compliance to manufacturer's directions and acceptable to the Engineer.
- D. The herbicide selected shall be safe for use around ornamental plantings, have long-lasting weed control, and shall be resistant to leaching away under excessive rainfall.
- E. A second application of the herbicide shall be made on the surface of the landscape gravel or riprap sometime after the first six (6) months, but not later than 12-months. Same methods and rates apply as specified previously.

PART 3 -- EXECUTION

3.01 GRADING

- A. After approval of the rough grading, the Contractor shall commence his preparations of the subgrade for the various major conditions of the work as follows:
 - 1. Bare soil for riprap area at subgrade (24-inches below final grade, or as directed by the Engineer).

2. Topsoil for lawn and road shoulder seed area - scarify 2-inch depth of subgrade (4-inches below final grade) prior to placing topsoil.

B. Final surface grading of the topsoiled, landscape graveled, and ripped areas shall be mechanically raked or hand raked to an even finished surface alignment.

3.02 TOPSOIL

A. Topsoil shall be spread in place for quantity required for lawn and road shoulder seed areas at 4-inch consolidated depth, and sufficient quantity for certain plant beds and backfill for shrubs and trees as specified.

3.03 SEEDBED PREPARATION

A. Contractor shall prepare all areas to receive temporary or permanent seeding measures prior to planting.

B. Topsoil shall be placed in areas to be seeded and roughened with tracked equipment or other suitable measures. Slopes steeper than 3:1 may be roughened by grooving, furrowing, tracking, or stairstep grading. Slopes flatter than 3:1 should be grooved by disking, harrowing, raking, operating planting equipment on the contour.

C. Soil amendments including, but not limited to, lime and fertilizer shall be spread as necessary, and at the rates specified in this Section. Seeding shall be as per the type and rates specified in this Section. Seed shall be broadcast as soon as possible following roughening, before surface has been sealed by rainfall.

3.04 HYDROSEEDING AND GRASS

A. The Contractor shall grow a stand of grass by hydroseeding method on all disturbed areas. The Contractor shall be responsible for the satisfactory growth of grass throughout the period of the one-year guarantee.

B. The Contractor's work shall include the preparation of the topsoil and bare soil seed bed, application of fertilizer, limestone, mulching, inoculant, temporary soil stabilizer, watering, and all other operations necessary to provide a satisfactory growth of sod at the end of the one-year maintenance period. Areas without satisfactory sod at the end of one (1) year shall be replanted until satisfactory growth is obtained and acceptable to the Engineer.

C. All areas to be seeded shall be done by the hydraulic seeding method including all additives and amendments required. A "Reinco", "Finn", or "Bowie" type hydromulcher with adjustable nozzles and extension hoses, or equal, shall be utilized. General capacity of tank should range from 500 to 2,500 gallons, or as approved by the Engineer.

D. Hydraulic seeding shall be carried out in three steps. Step one shall consist of the application of lime. In step two the seed mixture shall be mixed with the fertilizer, wood cellulose fiber mulch, and any required inoculants and applied to the seed bed. Step three shall consist of application of top dressing during the first spring or fall, whichever comes first, after step two.

- E. Top dressing shall consist of a commercial grade fertilizer plus Nitrogen or other analysis as may be recommended by soil testing. Types and application rates of seed mixtures, lime, fertilizer, and wood cellulose fiber mulch, shall be as shown in the Seeding Schedule.
- F. Ingredients for the mixture and steps should be dumped into a tank of water and thoroughly mixed to a homogeneous slurry and sprayed out under a minimum of 300-350 pounds pressure, in suitable proportions to accommodate the type and capacity of the hydraulic machine to be used. Applications shall be evenly sprayed over the ground surface. The Contractor shall free the topsoil of stones, roots, rubbish, and other deleterious materials and dispose of same off the site. The bare soil, except existing steep embankment area, shall be rough raked to remove stones, roots, and rubbish over 4-inches in size, and other deleterious materials and dispose of same off the site.
- G. No seeding should be undertaken in windy or unfavorable weather, when the ground is too wet to rake easily, when it is in a frozen condition, or too dry. Any bare spots shown in two to three weeks shall be recultivated, fertilized at half the rate, raked, seeded, and mulched again by mechanical or hand broadcast method acceptable to the Engineer.
- H. Areas that have been seeded with a temporary seed mixture shall be mowed to a height of less than 2-inches and scarified prior to seeding with the permanent seed mixture.
- I. The Contractor shall provide, at his own expense, protection for all seeded areas against trespassing and damage at all times until acceptance of the work. Slopes shall be protected from damage due to erosion, settlement, and other causes and shall be repaired promptly at the Contractor's expense.
- J. The Contractor shall water newly seeded areas of the lawn and road shoulder mix once a week until the grasses have germinated sufficiently to produce a healthy turf, or unless otherwise directed by the Engineer. Each watering shall provide three (3) gallons per square yard. The Contractor shall furnish all necessary hoses, sprinklers, and connections.
- K. The first and second cutting of the lawn grasses only shall be done by the Contractor. All subsequent cuttings will be done by the Owner's forces in a manner specified by the Contractor.

3.05 DITCH AND SWALE EROSION PROTECTION

- A. All ditches and swales indicated on the Drawings shall be lined with a rolled erosion control product (RECP). The area to be covered shall be properly graded and hydroseeded before the RECP is installed. Installation shall be in accordance with Section 02276, Erosion and Sedimentation Control.

3.06 MAINTENANCE

- A. Maintenance shall include but not be limited to, annual fertilization, mowing, repair of seeded areas, irrigation, and weed control. The Contractor shall provide, at his own expense, protection for all seeded areas against trespassing and damage at all times until acceptance of the work. Slopes shall be protected from damage due to erosion, settlement, and other causes and shall be repaired promptly at the Contractor's expense.

- B. Annual fertilization shall consist of an application of 500#/acre of 10-10-10 commercial grade fertilizer, or its equivalent and 60#/acre of nitrogen in early fall, or other analysis as may be determined by soil test. Annual fertilization shall be in addition to top dressing and shall be performed by the Contractor each fall season after planting until the work is substantially complete.
- C. Mowing shall be scheduled so as to maintain a minimum stand height of 4-inches or as directed by the Engineer. Stand height shall be allowed to reach 8 to 10-inches prior to mowing. Mowing shall only be conducted in areas designated by the Engineer.
- D. All seeded areas shall be inspected on a regular basis and any necessary repairs or reseedings made within the planting season, if possible. If the stand should be over 60% damaged, it shall be re-established following the original seeding recommendations.
- E. Weed growth shall be maintained mechanically and/or with herbicides. When chemicals are used, the Contractor shall follow the current North Carolina Agricultural Experiment Stations' weed control recommendations and adhere strictly to the instructions on the label of the herbicide. No herbicide shall be used without prior approval of the Engineer.

3.07 CLEANUP

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

3.08 SEEDING SCHEDULE

- A. All seeding and mulching to be completed by the Contractor shall conform to the following schedule. No permanent seeding shall be performed from May 1 - August 31 and November 1 - February 14. Temporary seed mixtures will be used during these times if seeding is necessary. Areas seeded with temporary seed mixtures shall be reseeded by the Contractor at no additional cost to the Owner with permanent seed as directed by the Engineer.
- B. Application rates of seed mixtures, lime, fertilizer, mulch and top dressing are shown in the schedule.

SEEDING SCHEDULE

Application Rates (Pounds/Acre)

Seed Mixture	Planting Season	Lime ^a	Seed	Fertilizer	Straw ^b Mulch	Topdressing ^a	Annual Fertilizer	Comments
P	Feb. 15-April 30 Sept. 1-Oct. 31	4000	150	1000	4000	500 of 10-10-10 60 of Nitrogen	Same as Topdressing	Preferred planting seasons are Sept. 1 – Sept. 30 and Feb. 15 – March 30.
TW	Jan. 1-May 1	2000	170	750	4000	-	-	Over seed with Type P seed mixture during next planting season.
TS	May 1-Aug. 15	2000	40	750	4000	-	-	Over seed with Type P seed mixture during next planting season.
TF	Aug. 15-Dec. 30	2000	120	1000	4000	-	-	Over seed with Type P seed mixture during next planting season.

Footnotes:

- a. Application rates and/or chemical analysis shall be confirmed or established by soil test.
- b. On cut and fill slopes 2:1 or steeper, add 30#/acre Sericea Lespedeza to Type P seed mixture. Use scarified seed for spring plantings and unscarified for fall plantings.
- c. Apply asphalt at rate of 0.10 gallon per square yard (10 gal/1000 ft²) to tack straw mulch.

- END OF SECTION -