



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

May 25, 2018

Subject: ITB #1516-B: Broom Boulevard Culvert Replacement

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors for a Federally Funded Project for Broom Boulevard Culvert Replacement, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Tuesday, June 19, 2018.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Bids will be received at the address below until 3:00pm, Tuesday, June 26, 2018 in the Purchasing Department, Suite 204. Bids will be opened at that time. Bids must be signed to be considered. Late bids will not be considered. Faxed or emailed bids will not be considered.

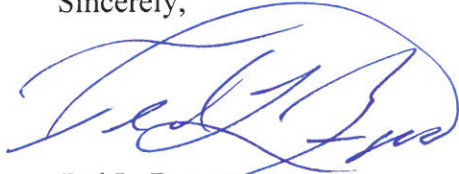
Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 1516-B
Bid Name: Broom Boulevard Culvert Replacement

Your bid should be on the pricing sheet included herein. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **bid name** along with your company's name and address on the **sealed** envelope in which the bid is returned.

If you downloaded this Invitation to Bid from the county's website, it will be your responsibility to check the website for any addenda that might be issued for this solicitation. The county cannot not be responsible for a bidder not receiving information provided in any addenda.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, light blue oval shape.

Ted L. Burgess
Director of Purchasing

TLB/tcb

Fayette County, Georgia
Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

ITB #1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Bid Bond _____

Bid Form _____

Suspension & Debarment Certificate _____

Byrd Anti-Lobbying Certificate _____

Non-Collusive Affidavit (Section 00 45 19) _____

Contractor Experience - on form provided _____

Signed Addenda, if Any _____

COMPANY NAME: _____

ITB #1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

COMPANY INFORMATION

Company _____

Physical Address of Business _____

Mailing Address (If Different) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Project Contact Person Name: _____

Email Address: _____

Office Number: _____ **Cellular Number:** _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

Name of Project

FAYETTE COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2018 in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2018.

NOTARY PUBLIC

My Commission Expires:

ITB #1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

CERTIFICATION

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayette County, Georgia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Georgia Emergency Management Agency and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ITB #1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ITB #1516-B: BROOM BOULEVARD CULVERT REPLACEMENT

CONTRACTOR EXPERIENCE FORM

THIS IS TO CERTIFY pursuant to the Fayette County, GA Broom Blvd. Culvert Replacement bid specifications that _____, has proficiency in the construction of _____. This may be demonstrated by reference to the successful performance of similar work on the following four projects:

Projects 1, 2, 3 & 4 – Completed within past five years (i.e., since May 2013) and of similar scope and complexity to the Broom Blvd. Culvert Replacement. At least two of the four projects shall have included installation of either cast in place culverts or pre-cast culverts of similar size of this project.

(1) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

(2) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

(3) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

(4) Name/Type of Project _____
Description _____

Owner _____
Total Construction Contract Amount _____
Date of Completion _____
Contact Name & Title _____
Phone Number _____
Email _____

Owner/President/CEO Certification

I certify the above information is true and accurate and is provided to satisfy minimum bidding requirements with respect to Contractor experience for the Broom Blvd. Culvert Replacement project.

This _____ day of _____, 2018.

Name of Company: _____

By: _____

Title: _____

General Decision Number: GA180256 01/05/2018 GA256

Superseded General Decision Number: GA20170256

State: Georgia

Construction Type: Highway

County: Fayette County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2018

SUGA2014-078 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.54	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.70	0.00
FENCE ERECTOR.....	\$ 16.54	0.00
FORM WORKER.....	\$ 15.26	2.08
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37	1.95
INSTALLER - GUARDRAIL.....	\$ 15.65	0.00
INSTALLER - SIGN.....	\$ 13.03	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.44	0.00
LABORER: Pipelayer.....	\$ 12.45	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.15	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 10.36	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.69	2.41

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.83	1.38
OPERATOR: Bulldozer.....	\$ 16.07	1.81
OPERATOR: Compactor.....	\$ 14.64	0.00
OPERATOR: Concrete Saw.....	\$ 18.94	0.00
OPERATOR: Crane.....	\$ 21.06	4.24
OPERATOR: Distributor.....	\$ 17.00	1.93
OPERATOR: Grader/Blade.....	\$ 18.42	5.04
OPERATOR: Hydroseeder.....	\$ 15.20	0.00
OPERATOR: Loader.....	\$ 14.27	1.49
OPERATOR: Mechanic.....	\$ 19.54	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 13.43	1.24
OPERATOR: Milling Machine.....	\$ 16.00	1.31
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.50	2.93
OPERATOR: Piledriver.....	\$ 16.70	0.00
OPERATOR: Roller.....	\$ 14.38	1.29
OPERATOR: Scraper.....	\$ 12.64	0.00
OPERATOR: Screed.....	\$ 14.67	1.86
OPERATOR: Shuttle Buggy.....	\$ 14.06	1.98
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.49	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.60	0.00
TRAFFIC SIGNALIZATION: Laborer.....	\$ 13.75	1.14
TRAFFIC SIGNALIZATION: Electrician.....	\$ 23.41	4.26
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.19	1.46
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



TETRA TECH

PROJECT MANUAL

FAYETTE COUNTY

BROOM BOULEVARD CULVERT REPLACEMENT ITB #: 1516-B

ISSUED FOR CONSTRUCTION

February 2018

Prepared For:

FAYETTE COUNTY

Fayette County Georgia Administrative Complex
140 Stonewall Ave. West, Suite 204
Fayetteville, GA 30214

Prepared By:

Tetra Tech
1899 Powers Ferry Road, Suite 400
Atlanta, GA 30339

Tt #200-01297-17020

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FAYETTE COUNTY, GEORGIA
PROJECT MANUAL
FOR
BROOM BOULEVARD CULVERT REPLACEMENT
FEBRUARY 7, 2018



Tt Project Number – 200-01297-17020

TETRA TECH, INC.
1899 POWERS FERRY ROAD SE, SUITE 400
ATLANTA, GA 30339
770.850.0949

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FAYETTE COUNTY
BROOM BOULEVARD CULVERT REPLACEMENT
Project No. 200-01297-17020

SPECIFICATIONS

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**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

Sealed Bids for construction of the Broom Boulevard Culvert, addressed to Fayette County, will be received from bidders at the office of Fayette County (Owner), 140 Stonewall Avenue West Fayetteville, GA 30214. Hand delivered bids shall be delivered to Room 204 at 140 Stonewall Avenue West Fayetteville, GA 30214. Sealed bids will be received until 3:00 p.m., local time, on **Tuesday, June 26, 2018**. Any Bids received after the specified time will not be considered.

Bids will then be publicly opened and read.

The Project consists of the demolition of the existing RCP culverts under Broom Boulevard and the installation of 42 linear feet of double 6'x5' box culverts along with the relocation of the existing utilities in the area. The Work will be completed in all respects within 3 months from the date when the Contract Times commence to run.

Bidding Documents may be examined at Owner's Fayette County website at: http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp

For information concerning the proposed Work, contract Trina C. Barwicks, Contract Administrator, Fayette County Purchasing Department, 140 Stonewall Avenue West, Suite 204, Fayetteville, GA 30214, Direct (770) 305-5314, Fax: (770) 719-5515, Email: tbarwicks@fayettecountyga.gov.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders.

The Successful Bidder will be required to furnish the additional bond(s) prescribed in the Bidding Documents.

Dated this _____ day of _____, 20 _____.

Fayette County

By _____
Name _____

END OF SECTION

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SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

1.1.1. *Issuing Office*-The office from which the Bidding Documents are to be issued and where the Bidding procedures are to be administered.

1.1.2. *Owner*-shall mean Fayette County.

1.1.3. *Engineer*-shall mean Tetra Tech, Inc. who is responsible for the design and related engineering services on the project.

1.1.4. *Bidder*-shall mean one who submits a Bid to Owner as distinct from a subbidder, who submits a Bid to a Bidder.

1.1.5. *Apparent Low Bidder*-that Bidder whose Bid as offered in the Bid Form represents the lowest total as determined by the Base Bid or as determined by a selected combination of deductive alternates. The selection of deductive alternates is at the sole discretion of the Owner.

1.1.6. *Base Bid*:

1.1.6.1. Base Bid as defined herein and in Bid Form.

1.1.7. *Successful Bidder*-lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents, as stated in the Advertisement for Bids, may be obtained from the Issuing Office.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.3. Drawings in the Bidding Documents are formatted for printing on 22" x 34" paper. Reduction is indicated by a note or scale bar on Drawings.

2.4. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract, shall hold or obtain such licenses as required by State Statutes, and Federal and Local Laws and Regulations.

3.2. It is understood that blasting, pipeline construction may be completed by subcontractors. These areas of work are critical to the success of the overall project. In view of this fact the Owner will require Bidder to demonstrate that the proposed subcontractors for blasting, pipeline construction, and electrical work have specific levels of experience in certain areas. Alternatively, the prequalified Bidder may document experience in these areas if the experience represents self-performed work.

3.2.1. The firm that will be performing the culvert replacement shall provide proof of at least 5 years of experience with similar stormwater construction work. Bidder shall submit a list of references for these projects.

3.3. The Bidder shall submit a list of all major subcontractors and equipment suppliers.

3.4. Due to the complex nature of the bidding process the subcontractor's required experience and lists of major subcontractors and suppliers will not need to be submitted with the bid; however, full documentation demonstrating compliance with the above requirements shall be submitted within three (3) days of the bid opening. Failure to submit the required documentation shall result in bid rejection.

Should the Bidder fail to provide evidence satisfactory to the Owner or Engineer on any of the foregoing points, the Bidder may be disqualified.

4. LICENSE REQUIREMENTS

4.1. Contractor's License number of the class required shall be inserted in the appropriate place on the Bid Form, before Bid will be considered.

5. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.1. Subsurface and Physical Conditions:

5.1.1. There has been no previous record of geotechnical testing at the existing culvert. Materials testing, including subsurface tests, shall be accomplished by a geotechnical engineer selected by the Owner. These services are to be paid for with an allowance within this contract at the discretion of the Engineer or Owner.

5.2. Underground Facilities:

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

5.3. Reference is made to the General Requirements for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these

Bidding Documents. On request, Owner will provide to each Bidder, for examination, access to copies of contract documents (other than portions thereof related to price) for such other work.

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

5.4.1. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda.

5.4.2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.4.3. Become familiar with and satisfy Bidder as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.

5.4.4. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

5.4.6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times allowed and in accordance with the other terms and conditions of the Bidding Documents.

5.4.7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

5.4.8. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

5.4.9. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

5.4.10. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

5.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the

Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

6. MANDATORY PREBID CONFERENCE

6.1 There is NO mandatory prebid conference.

7. SITE AND OTHER AREAS

7.1. The Site is generally defined in Article 1.1.8 of this Section and is further identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

8. INTERPRETATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to Trina Barwicks, Contracts Administrator, Fayette County Purchasing Department at tbarwicks@fayettecountyga.gov, in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be addressed by Addenda via e-mail to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received after 3:00PM EST, Tuesday, June 19, 2018 may not be answered at the discretion of the Owner and Engineer. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. Addenda may be issued at any time up to 72 hours prior to bid opening. Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under his bid as submitted. All Addenda shall be acknowledged by the Bidder in the Proposal.

9. BID SECURITY

9.1. Bid shall be accompanied by bid security made payable to Owner in an amount of FIVE PERCENT (5%) of Bidder's maximum bid price and in the form of a certified check or bank money order or a penal Bid Bond (on the form included in the Bidding Documents), issued by a surety meeting the requirements of the General Conditions.

9.2. The Attorney-in-Fact who executes these bonds must file a notarized and effectively dated copy of his power of attorney. If required by State Statute, certifications of a resident agent shall also be provided.

9.3. All cashier's checks or bid bonds will be returned to all but the three (3) lowest responsive, responsible bidders within THREE (3) WORKING DAYS after opening of the bids. The remaining cashier's checks and bid bonds will be returned promptly after the Owner and successful Bidder have executed the Contract, or, if no award has been made within 60 days after the bid opening date, upon the demand of the Bidder at any time thereafter, provided he has not been notified of the acceptance of his Bid.

9.4. Any successful Bidder, upon his failure or refusal to execute and deliver the Contract and the required Performance and Payment bonds, or any other bonds which may be required by the Contract Documents, within FIFTEEN (15) DAYS after he has received notice of the Owner's acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Exceptions to this requirement will be considered upon written request.

10. CONTRACT TIMES

10.1. The Contractor shall commence with the Work outlined in this Contract once the notice to proceed is issued by the Owner or Engineer and fully complete the Project as outlined below:

10.1.1. Project completion – 3 months from the date of the notice to proceed.

11. LIQUIDATED DAMAGES

11.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

12. SUBSTITUTE AND "OR-EQUAL" ITEMS

12.1. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

13. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

13.1. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award without an increase in Bid.

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

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

14. PREPARATION OF BID

14.1. The Bid Form is included in the PDF issued to prospective bidders. No substitution of the Bid Form will be allowed.

14.2 All blanks on the Bid Form shall be completed by typing or printing with ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate, where appropriate listed therein or the words "No Bid," "No Change," or "Not Applicable" entered.

14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

14.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

14.5. A Bid by a limited liability company shall be executed in the name of the firm by a member of the company and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

14.6. A Bid by an individual shall show the Bidder's name and official address.

14.7. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

14.8. All names shall be typed or printed in ink below the signatures.

14.9. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.

14.10. The address, telephone number, and e-mail address for communications regarding the Bid shall be shown.

14.11. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractors' license number and class, if any, shall also be shown on the Bid Form.

15. SALES AND USE TAXES

15.1. The Bidder shall be responsible for any and all State, Federal, and Local taxes which may be charged in association with the required materials and labor which the Contractor is required to furnish for this Project. No taxes will be paid for by the Owner, who maintains a tax-exempt status. All taxes shall be included in the prices shown in the Bid.

16. SUBMISSION OF BID

16.1. The Bid Form is to be completed and submitted with the bid security and the following data:

16.1.1. Certificate of Bidder Regarding Equal Opportunity.

16.1.2. Each Bid must be accompanied by a copy of a valid Georgia Contractor's license or a commitment to obtain required licensure prior to award of the Contract.

16.4. A Bid shall be submitted no later than the date and time prescribed, and at the place, and in the manner set forth in the Advertisement for Bids. Enclose Bid in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope marked on the outside with the notation "BID ENCLOSED." Responsibility for assuring Bid arrival at bid opening location prior to bid opening rests with the Bidder. Fayette County is under no obligation to pay postage-due on Bid packages. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed herein.

17. MODIFICATION AND WITHDRAWAL OF BID

17.1. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

17.2. If within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

18. OPENING OF BIDS

18.1. Bids will be opened at the time and place indicated in the Advertisement for Bids and unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates if any will be made available to Bidders seven (7) days after the date of bid opening.

19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

20. EVALUATION OF BIDS AND AWARD OF CONTRACT

20.1. Owner reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

20.2. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

20.3. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

20.4. In evaluating Bidders, Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted either with the Bid, or otherwise prior to issuance of the Notice of Award.

20.5. Owner may conduct such investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and individuals, or entities to perform the Work in accordance with the Contract Documents.

20.6. If the Contract is to be awarded, Owner will award the Contract to Bidder whose Bid is in the best interests of the Project.

21. CONTRACT SECURITY AND INSURANCE

21.1. The General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds and insurance certificates.

22. SIGNING OF AGREEMENT

22.1. When Owner gives a Notice of Award to Successful Bidder, it shall be accompanied by required number of unsigned counterparts of the Agreement with the

other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one (1) fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

23. RETAINAGE

23.1. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

END OF SECTION

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NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**SECTION 00 41 13
BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: Fayette County

Address: 140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30124

Project Identification: Broom Boulevard Culvert Replacement

Contract No.: 1516-B

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

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum No.

(Bidder shall insert number of each Addendum received.)

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

3.1.3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied all: i) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures.

3.1.5. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

3.1.6. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

3.1.9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.1.11. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4. FURTHER REPRESENTATIONS

4.1. Bidder further represents that:

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

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4.1.4. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.1.5. All required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

5. LUMP SUM BASE BID

Item No.	Description	Estimated Quantity	Unit	Total Price
1	Erosion Control	1	LS	
2	Culvert Installation	1	LS	
3	Utility Relocation	1	LS	
4	Guardrail Installation	1	LS	
5	Allowance for Materials Testing (Soil & Concrete)	1	LS	\$10,000.00
TOTAL LUMP SUM BASE BID (ITEMS 1 THROUGH 5)				

5.1. Lump Sum Work: Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents based upon the undersigned's own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, for the following lump sum of:

_____ Dollars
(words)

and _____ Cents \$ _____
(numerals)

5.2. Bidder acknowledges that item 5 is an allowance and compensation shall be based on actual invoices for services provided.

The Owner reserves the right to award the Project based on the lowest responsive Base Bid.

6. TIME OF COMPLETION

6.1. Bidder agrees that the Work will be substantially complete within 3 months after the date when the Contract Times commence to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within 3 months after the date when the Contract Times commence to run.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are attached to and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid Bond.

7.2. Bidder agrees to submit information related to major suppliers and subcontractors within three (3) working days of the bid opening.

8. DEFINED TERMS

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

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (*typed or printed*): _____

By (*signature*): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (*typed or printed*): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

By: _____
(*Signature - attach evidence of authority to sign*)

Name (*typed or printed*): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(*Signature of Corporate Secretary*)

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____(SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address: _____

Phone No.: _____ FAX No.: _____

BID SUBMITTED on _____, 20__

Contractor's License No.: _____

Contractor's License Class (where applicable): _____

END OF SECTION

**00 41 13
BID BOND**

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID
BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND
BOND NUMBER:

DATE (Not later than Bid Due Date):

PENAL SUM:

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

BIDDER

SURETY

_____ (Seal) _____

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

- _____
- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.
- _____
- _____

END OF SECTION

SECTION 00 45 19

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the _____,
of
(Owner, Partner, Officer, Representative or Agent)

the Bidder that has submitted the attached Bid;

(2) He/She 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 Work for which the attached Bid has been submitted or to refrain from bidding in connection with such Work; 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 Work;

(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__.

My commission expires _____

(Seal)

END OF SECTION

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**SECTION 00 51 00
NOTICE OF AWARD**

1.1 BID INFORMATION

- A. Prime Contract: **<Insert prime contract name>**.
- B. Project Name: Broom Boulevard Culvert Replacement. C.
Project Location: Fayette County, Georgia.
- D. Owner: Fayette County, Georgia.
- E. Owner Project Number: Fayette County Project # 1516-B.
- F. Engineer: Tetra Tech, Inc.
- G. Engineer Project Number: 200-01297-17020.

1.2 NOTICE OF AWARD OF CONTRACT

1.3 EXECUTION OF CONTRACT

- A. Contract Documents:
 - 1. Deliver to Owner three sets of fully executed copies of the Contract Documents.
 - 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
 - 3. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

END OF SECTION

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Fayette County, Georgia (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

BROOM BOULEVARD CULVERT REPLACEMENT

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- A. The Project consists of the demolition of the existing RCP culverts under Broom Boulevard and the installation of 48 linear feet of double 6'x5' box culverts along with the relocation of the existing utilities in the area. The Work will be completed in all respects within 3 months from the date when the Contract Times commence to run.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Tetra Tech (“Engineer”).

3.02 The Owner has retained Tetra Tech (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be completed within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Contract Amount		Daily Charges
For More Than	To and Including	Calendar Day or Completion Date
\$---	\$50,000	\$950
\$50,000	\$250,000	\$960
\$250,000	\$500,000	\$1,240
\$500,000	\$2,500,000	\$1,660
\$2,500,000	\$5,000,000	\$2,700
\$5,000,000	\$10,000,000	\$3,400

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - a. All retainage shall be in as indicated in specification Section 00 73 00, Supplemental General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. The Contractor shall clearly label the request for Final Payment when submitting for payment.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum in accordance with O.C.G.A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Other bonds.
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Additional Terms and Conditions
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings 7. Drawings with each sheet bearing the following general title:
BROOM BOULEVARD CULVERT REPLACEMENT
 - 10. Addenda.
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. See Article 21 of the Instructions to Bidders and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:

CONTRACTOR:

Fayette County, Georgia

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

140 Stonewall Avenue West, STE 204

Fayetteville, GA 30214

License No.: _____
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

END OF SECTION

**SECTION 00 61 13.13
PERFORMANCE BOND**

BOND NO. _____

AMOUNT \$ _____

STATE OF GEORGIA

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ ,

a corporation duly organized and existing under and by virtue of

the laws of the State of _____, as SURETY,
are held and firmly bound unto the Fayette County, Georgia, hereinafter called the OWNER
(Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful
money of the United States of America, for the payment of which, well and truly be made to the
OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs,
executors, and administrators, successors, and assigns, jointly and severally, firmly by these
presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto
attached, with the OWNER, dated

_____, 20_____, for

NOW, THEREFORE, if the CONTRACTOR shall perform all the terms and conditions of the within
and foregoing Contract as provided in the Contract Documents to be performed by such
CONTRACTOR, and shall honor all claims for defective work made within one (1) year after the
completion and acceptance of the foregoing Contract, and shall pay over, make good and
reimburse to the OWNER, all loss or damages, including reasonable attorney fees, which the
OWNER may sustain by reason of failure or default on the part of the CONTRACTOR, then this
obligation shall be void; otherwise it shall be and remain in full force and effect. PROVIDED,
HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the Contract Documents or to the work to
be performed thereunder, shall in any wise affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents and confirms the same.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20_____.

CONTRACTOR

BY : _____

Attest
(Seal)

SURETY

BY : _____

Attest
(Seal)

Countersigned:

Resident Agent

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

END OF SECTION

**SECTION 00 61 13.16
PAYMENT BOND**

BOND NO. _____

AMOUNT \$ _____

STATE OF GEORGIA

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal,

and _____, as Surety, are held and firmly bound unto the Fayette County, Georgia (hereinafter called the Obligee), in the penal sum of:

_____ DOLLARS (\$_____), lawful money of the United States of America, of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____, 20_____, (hereinafter called the "Contract") for the construction and installation of approximately:

which Contract, Specifications and Contract Documents for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any County where venue is otherwise allowed by law. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) In addition to any other legal mode of service as set forth in Georgia Code, as last amended, the Principal and Surety hereby designate and appoint

(to be filled in by the Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents, and ratifies and confirms the same.

Executed in three (3) counterparts.

SIGNED, SEALED AND DELIVERED THIS ____ day of _____, 20__.

CONTRACTOR

BY _____(Seal)

Witness

SURETY

BY _____(Seal)

Countersigned:

Resident Agent

NOTE: The SURETY names on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

END OF SECTION

SECTION 00700

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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

easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may

include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

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

operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

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

or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

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

agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

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

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor.* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review.* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the

owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then

- Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
 - G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
 - H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
 - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained

and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered.* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content.* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability.* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability.* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial

general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly

or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide

working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools,

construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and

completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to

furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or

Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the

Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the

safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

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

2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its

several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

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

9.02 Replacement of Engineer

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

9.03 Furnish Data

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

9.04 Pay When Due

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

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will

determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

11.06 *Change Proposals*

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

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting

data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give

rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall

also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment.*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral

satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

**SECTION 00 73 00
SUPPLEMENTAL GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address used in the General Conditions, with the prefix "SC" added thereto.

SC-4.01. Delete the following from the section 4.01 Commencement of Contract Times; Notice to Proceed "sixtieth day after the day of Bid opening or the" and "whichever date is earlier"

1. DEFINITIONS

The word "OWNER" used in the Contract Documents is Fayette County, Georgia.

The word "ENGINEER" means TETRA TECH, INC., 1899 Powers Ferry Road Suite 400, Atlanta, Georgia 30339, Phone (770) 850-0949.

2. METHOD OF DETERMINING LOWEST BASE BID

Determination of the lowest base bid for award of the Contract will be made on the basis of the lump sum total as submitted on the bid form.

3. BID BONDS, PERFORMANCE BONDS, AND PAYMENT BONDS

Bids must be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid.

All Performance and Payment Bonds shall be in the amount equal to 100 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor, including payment of all unemployment contributions which become due and payable, and furnishing materials in connection with this Contract. This bond shall be executed by a Surety Company authorized to do business in the State of Georgia, and the contract instrument or bond must be countersigned by a duly licensed Georgia resident agent representing the Company. If at any time a surety on any such BOND is declared bankrupt or loses its rights to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the CONTRACTOR shall within five (5) days after notice from the OWNER to do so, substitute an acceptable Bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the OWNER.

4. INSURANCE

The CONTRACTOR shall procure and maintain, at his own expense, during the Contract Time, insurance policies as required by the General Conditions.

5. GEORGIA DEPARTMENT OF TRANSPORTATION QUALIFICATION (GDOT):

The CONTRACTOR shall be a Prequalified Prime Contractor, per the Georgia Department of Transportation (GDOT), Office of Contract Administration and shall provide copies of all applicable GDOT prequalifications.

6. USE OF EXPLOSIVES - BLASTING

No explosives shall be used on the project without prior approval from the ENGINEER and OWNER.

Permission for any deviation from the restrictions set forth above shall be secured from the ENGINEER in writing; however, permission for any such deviations shall not relieve the CONTRACTOR from responsibility in the event of damage to buildings, structures or utilities.

7. LINES AND GRADES

The CONTRACTOR shall be responsible for lines and grades required for the construction. The CONTRACTOR shall furnish all materials, stakes and grade boards that are required for layout by the CONTRACTOR's forces.

The CONTRACTOR shall furnish aides required by the ENGINEER for survey or resurvey work to determine as-built conditions as the work nears completion and/or after the work is completed. The CONTRACTOR's personnel engaged in the layout work described herein and the aides furnished to the ENGINEER shall be fully capable of performing the duties set out herein and shall be fully qualified chiefs of party, instrument men, chainmen, rodmen and/or axmen as required. All survey work performed by CONTRACTOR's personnel shall be done at the CONTRACTOR's expense.

8. INSPECTION AND TESTING

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. The OWNER will pay for all laboratory inspection service from the allowance listed in the bid form. Any additional testing required from the failure of tests shall be paid for by the CONTRACTOR at no additional cost to the OWNER.

Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

The ENGINEER and his representatives shall at all times have access and shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper

facilities for such access and observation of the work and also for any inspection, or testing thereof.

If any work is covered contrary to the instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

9. EXISTING UTILITIES

The CONTRACTOR shall contact all local utility owners and locate all existing underground gas, petroleum, telephone, electric and water lines in the construction area prior to excavation.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

The CONTRACTOR shall comply with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

11. VEGETATION

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

12. VENUE

The law of the State of Georgia shall govern the construction of this contract. The Courts of Fayette County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

13. FINAL RESOLUTION OF DISPUTES

Delete paragraph 17.01.A of the General Conditions in its entirety and replace with the following:

- A. Prior to the filing of any litigation by the OWNER or the CONTRACTOR against the other (and, except as described below, as a precondition to any such filing), the OWNER and the CONTRACTOR shall engage in pre-suit non-binding mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Georgia Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Fayette County, Georgia (or the Mediation Coordinator for the Courts of Fayette County, Georgia) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not preemptorally. While the request for and the conducting of such a

mediation may be a precondition of the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named Defendant in the suit is required to respond to the Complaint. If the scheduling of mediation requires, the Plaintiff in the suit shall grant the Defendant an appropriate extension of time to respond to the Complaint so as to permit the mediation to be conducted before the Defendant must so respond. The mediation contemplated hereunder shall be conducted, unless otherwise agreed by the parties, in Fayette County, Georgia. The parties shall bear the mediator's fee and any filing fees associated with the mediation equally.

- B. CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by CONTRACTOR and OWNER in writing.

14. PERMITS

The CONTRACTOR is responsible for obtaining all necessary permits for the construction of the project. The CONTRACTOR shall be responsible for paying all applicable permit application fees.

15. RETAINAGE

Delete paragraph 15.01.B.3 of the General Conditions in its entirety and replace with the following:

The maximum retainage shall be held in accordance with all provisions of O.C.G.A § 13-10-80. Section 2 of the code is summarized below:

- A. Retainage to a maximum of 10 percent of each progress payment; provided, however, when 50 percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the OWNER's authorized contract representative, the OWNER shall withhold no more retainage. At the discretion of the OWNER and with the approval of the CONTRACTOR, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- B. If, after discontinuing the retention, the OWNER's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an OWNER, the CONTRACTOR and subcontractors shall be entitled to resume withholding retainage accordingly.
- C. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the OWNER's

authorized contract representative determines the work to be reasonably satisfactory, the OWNER shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the CONTRACTOR. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the OWNER's authorized contact representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the CONTRACTOR and subcontractors as their interests may appear.

- D. The CONTRACTOR shall, within ten days from the subcontractor's receipt of retainage from the OWNER, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the CONTRACTOR's retainage is reduced by the OWNER; provided, however, that the value of each subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontract is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the contract in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.
- E. The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contract, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the CONTRACTOR; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

15. FINAL GRADING

The final grading for the site shall be established in such a manner as to facilitate a smooth transition between elevations specified on the plans. Localized holes and depressions shall be filled to create even slopes.

END OF SECTION

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ADDITIONAL TERMS AND CONDITIONS

Invitation to Bid #1516-B Broom Boulevard Culvert Replacement

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “County” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The County will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the County’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
4. **References:** Include with your bid a list of relevant stormwater construction projects, as stipulated in Section 00 21 13, Instructions to Bidders.
5. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name
 - b. The bid number, which is **ITB #1516-B**
 - c. The “reference” which is **Broom Boulevard Culvert Replacement**
 - d. The notation “**BID ENCLOSED**”

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and one (1) complete copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County. Please see Section 00 21 13, Instructions to Bidders, Part 16 for additional information.

6. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
7. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the County.

8. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
9. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
10. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
11. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
12. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
13. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.
14. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.

16. **Insurance:** The successful bidder shall procure and maintain the following insurance, as provided elsewhere in the Contract documents, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Umbrella Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage excess liability.
 - d. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.
 - e. **Builder's Risk Insurance:** As stipulated in the Standard General Conditions of the Construction Contract.
 - f. **Pollution Liability Insurance:** \$1,000,000 each occurrence and \$2,000,000 aggregate

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

17. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
18. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
19. **Termination for Cause:** The County may terminate the contract for cause, as stipulated in Article 16 of the Contract document. Termination shall be without prejudice to any of the County's rights or remedies by law.
20. **Termination for Convenience:** The County may terminate the contract for its convenience, as stipulated in Article 16 of the Contract document.
21. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
22. **Project Duration and Liquidation Damages:** The Contractor shall complete the work of this contract no later than 90 days after work commences, to be counted as stated in the Standard General Conditions of the Construction Contract, Article 4. If work is not completed by the 90th day, excluding allowable days as provided elsewhere in the Contract documents, all parties to this Contract agree to the liquidated damages listed in the Agreement.

23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

24. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352** (as amended): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Equal Opportunity:** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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 their race, color, religion, sex, sexual orientation, gender identity, 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

26. **Breach of Contract:** In the event that the contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the County will notify the contractor in writing. The contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the contractor fails to cure the violation or breach within the ten-day time, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.
27. **Clean Air Act and Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEAM and the Regional Office of the Environmental Protection Agency (EPA).
28. **Recovered or Recycled Materials:** To the extent applicable, the contractor shall abide by federal rules and regulations for procurement of recovered or recycled materials, as provided by Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
29. **Suspension and Debarment:** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By submitting a bid, the Bidder certifies that he/she is in compliance with these requirements. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Georgia and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

30. **Small, Minority, & Women' Business Enterprise Opportunities:** If the contract is with a prime contractor, and subcontracts are to be let, the contractor shall take the affirmative steps listed below:
- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
 - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
31. **Davis-Bacon Act:** The contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
32. **Copeland "Anti-Kickback" Act:** *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.
33. **Work Hours and Safety Standards:** The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
34. **Access to Records:** The contractor will allow access by the federal grantor agency, the County, the Federal Emergency Management Agency, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
35. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the County makes final payments to the contractor, and all other pending matters are closed.

END OF SECTION

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

The project involves the demolition and removal of the existing RCP culverts under Broom Boulevard and the installation of 42 linear feet of double 6'X5' box culverts along with the relocation of the existing utilities in the area and other stormwater related appurtenances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 29 73
SCHEDULE OF VALUES**

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at least 7 days prior to the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11 inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

- D. For each major item of the Work, list sub-values of major products or operations under the major item.
- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.
- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 29 76
APPLICATIONS FOR PAYMENT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the Engineer in accordance with the General Conditions and the Contract between Owner and Contractor.

1.02 FORMAT REQUIRED

- A. Submit applications for payment on the Application and Certificate for Payment Form which will be provided by the Engineer. The application shall consist of itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percents.
 - 3. Execute certification with signature of a responsible officer of Contractor.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of the Work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of the Work.
 - 4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices or releases of lien with the Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 00: Construction Progress Documentation.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date. The Contractor shall also submit partial releases of lien from all subcontractors and suppliers.
- F. Provide construction photographs in accordance with Section 01 32 33: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflicts or discrepancies.
- B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor's needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 31 13
PROJECT COORDINATION**

PART 1 GENERAL

1.01 UTILITY NOTIFICATION AND COORDINATION

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

1.02 PROJECT MILESTONES

- A. General: Include the Milestones for major items specified as a part of the Progress Schedule required under Section 01 32 00: Construction Progress Documentation.

1.03 WORK SEQUENCING/CONSTRAINTS

- A. General Requirements: The Contractor shall adhere to the requirements outlined in Section 00 72 00 and 00 73 00, General Conditions and Supplemental Conditions.

1.04 EXISTING FACILITIES AND PROPERTIES

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

1.05 REFERENCE POINTS AND SURVEYS

- A. Owner's Responsibilities:
 - 1. A temporary benchmark has been established and is shown in the construction drawings.

- C. Contractor's Responsibilities:

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch work and work of others, including excavation and backfill as required, to make work complete.
- B. Obtain prior written authorization of Engineer before commencing work to cut or otherwise alter:
 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 2. Weather- or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Work of others.
- C. Refinish surfaces to provide an even finish.
 1. Refinish continuous surfaces to nearest intersection.
 2. Refinish entire assemblies.
 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and work is evident in finished surfaces.
- D. Restore existing work, Underground Facilities, and surfaces that are to remain in completed work including concrete-embedded piping, conduit, and other utilities as specified and as shown.

- E. Make restorations with new materials and appropriate methods as specified for new work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.
- F. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
- G. Remove specimens of installed work for testing when requested by Engineer.

END OF SECTION

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**SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION**

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Preliminary Progress Schedule: Submit at least 7 days prior to preconstruction conference.
2. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 10 days after Effective Date of the Agreement.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Paragraph 1.03.
3. Submit with each Progress Schedule Submission:
 - a. Contractor's certification that Progress Schedule submission is actual schedule being utilized for execution of the Work.
 - b. Progress Schedule: 4 legible copies.
 - c. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
4. Prior to final payment, submit a final updated Progress Schedule.

1.02 PRELIMINARY PROGRESS SCHEDULE

- A. In addition to basic requirements outlined in General Conditions, show a Preliminary Progress Schedule, beginning with Notice to Proceed and extending through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.
 3. Submittals, with review time. Contractor may use Schedule of Submittals specified in Section 01 33 00, Submittal Procedures.
 4. Early procurement activities for long lead equipment and materials.
 5. Initial site work.
 6. Earthwork.
 7. Specified work sequences and construction constraints.
 8. Contract Milestone and Completion Dates.
 9. Owner-furnished products delivery dates or ranges of dates.
 10. System startup summary.
 11. Project close-out summary.
 12. Demobilization summary.
- C. Update Preliminary Progress Schedule monthly as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the

monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to the Engineer.

D. Format: In accordance with Paragraph 1.04.

1.03 DETAILED PROGRESS SCHEDULE

A. In addition to requirements of General Conditions, submit Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.

B. Show the duration and sequences of activities required for complete performance of the Work reflecting means and methods chosen by Contractor.

C. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as "Updated Progress Schedules".

D. Format: In accordance with Paragraph 1.04.

E. Update monthly to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE-CRITICAL PATH NETWORK

A. General: Comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) 580, "Construction Project Planning and Scheduling Guidelines." If a conflict occurs between the AGC publication and this Specification, this Specification shall govern.

B. Contents:

1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
2. Identify work on a calendar basis using days as a unit of measure.
3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
4. Identify the work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
5. Reflect sequences of the work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01 31 13, Project Coordination.
6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement, and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial site work.
 - d. Specified work sequences, constraints, and Milestones, including Substantial Completion date(s).

- e. Major equipment design, fabrication, factory testing, and delivery dates.
 - f. Delivery dates for Owner-furnished products.
 - g. Sitework.
 - h. Concrete work.
 - i. Structural steel work.
 - j. Equipment work.
 - k. Mechanical work.
 - l. Instrumentation and control work.
 - m. Interfaces with Owner-furnished equipment.
 - o. Other important work for each major facility.
 - p. Equipment and system startup and test activities.
 - q. Project closeout and cleanup.
 - r. Demobilization.
- 7. No activity duration, exclusive of those for submittals review and product fabrication/delivery, shall be less than 1 day nor more than 30 days, unless otherwise approved.
 - 8. Activity duration for submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

C. Network Graphical Display:

- 1. Plot or print on paper not greater than 30 inches by 42 inches or smaller than 22 inches by 34 inches, unless otherwise approved.
- 2. Title Block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
- 3. Identify horizontally across top of schedule the time frame by year, month, and day.
- 4. Identify each activity with a unique number and a brief description of the work associated with that activity.
- 5. Indicate the critical path.
- 6. Show, at a minimum, the controlling relationships between activities.
- 7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
- 8. Plot activities on an early start basis unless otherwise requested by Engineer.
- 9. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

- 1. On 8½-inch by 11-inch white paper, unless otherwise approved.
- 2. List information for each activity in tabular format, including at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual Start on Updated Progress Schedules).

- f. Early Finish Date (Actual Finish on Updated Progress Schedules).
 - g. Late Start Date.
 - h. Late Finish Date.
 - i. Total Float.
3. Sort reports, in ascending order, as listed below:
- a. Activity number sequence with predecessor and successor activity.
 - b. Activity number sequence.
 - c. Early-start.
 - d. Total float.

E. Cost-Loading:

- 1. Note the estimated cost to perform each work activity, with the exception of submittals or submittal reviews, in the network in a tabular listing.
- 2. The sum of all activity costs shall equal the Contract Price. An unbalanced or front-end-loaded schedule will not be acceptable.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:

- 1. Progress of work to within 5 working days prior to submission.
- 2. Approved changes in work scope and activities modified since submission.
- 3. Delays in Submittals or resubmittals, deliveries, or work.
- 4. Adjusted or modified sequences of work.
- 5. Other identifiable changes.
- 6. Revised projections of progress and completion.
- 7. Report of changed logic.

B. Produce detailed subschedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns.

C. If Contractor fails to complete activity by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to acceptable current Progress Schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

D. Owner may increase retainage if Contractor fails to:

- 1. Complete a Milestone activity by its completion date.
- 2. Satisfactorily execute work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.06 NARRATIVE PROGRESS REPORT

- A. Format:
 - 1. Organize same as Progress Schedule.
 - 2. Identify, on a cover letter, reporting period, date submitted, and name of author of report.

- B. Contents:
 - 1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles, stake trucks).
 - 2. General progress of work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
 - 3. Contractor's plan for management of Site (e.g., lay down and staging areas, construction traffic), utilization of construction equipment, buildup of trade labor, and identification of potential Contract changes.
 - 4. Identification of new activities and sequences as a result of executed Contract changes.
 - 5. Documentation of weather conditions over the reporting period, and any resulting impacts to the work.
 - 6. Description of actual or potential delays, including related causes, and the steps taken or anticipated to mitigate their impact.
 - 7. Changes to activity logic.
 - 8. Changes to the critical path.
 - 9. Identification of, and accompanying reason for, any activities added or deleted since the last report.
 - 10. Steps taken to recover the schedule from Contractor-caused delays.

1.07 SCHEDULE ACCEPTANCE

- A. Engineer's acceptance will demonstrate agreement that:
 - 1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Specified Owner-furnished equipment or material arrival dates, or range of dates, are included.
 - d. Access restrictions are accurately reflected.
 - e. Startup and testing times are as specified.
 - f. Submittal review times are as specified.
 - 2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgement, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that

change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.

B. Unacceptable Preliminary Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, during which time Contractor shall update schedule on a monthly basis to reflect actual progress and occurrences to date.

C. Unacceptable Detailed Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.

D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

1.08 ADJUSTMENT OF CONTRACT TIMES

A. Reference General Conditions for specifics related to changes in contract time.

B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.

C. Float:

1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.
3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.

D. Claims Based on Contract Times:

1. Where Engineer has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, Contractor shall reflect an interim adjustment in the Progress Schedule as acceptable to Engineer.
2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
3. Contractor shall revise Progress Schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 01 32 33
CONSTRUCTION PHOTOGRAPHS**

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Photographs taken in conformance with this Section shall be furnished to the Engineer with each pay request.
- B. Photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. At least 10 Weekly photos that show progress and milestones in construction
- E. Negatives or Electronic Files:
 - 1. The photographer shall maintain negatives or electronic files of the entire Project and then shall convey the negatives or electronic files to the Owner at the completion of the Project.
 - 2. The photographer shall agree to furnish additional prints to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints will pay the photographer directly.

PART 2 - PRODUCTS

2.01 PRINTS

- A. Type of Print:
 - 1. Paper: Single weight, color print paper.
 - 2. Finish: Smooth surface, glossy.
 - 3. Size: 8 inch x 10 inch for construction photos and preliminary aerial photos, 16 inch x 20 inch for selected aerial photos.
- B. Identify each print on back, listing:
 - 1. Name of project.
 - 2. Orientation of view.
 - 3. Date and time of exposure.
 - 4. Name and address of photographer.
 - 5. Photographer's numbered identification of exposure.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 - 1. High resolution and sharpness.
 - 2. Maximum depth-of-field.
 - 3. Minimum distortion.

3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
 - 1. At successive periods of photography, take at least one photograph from the same overall view as previously photographed.
 - 2. Consult with the Engineer at each period of photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver prints to the Engineer to accompany each Application for Payment.
- B. Distribution of construction prints as soon as processed is anticipated to be as follows:
 - 1. Owner (two (2) sets)
 - 2. Engineer (two (2) sets)
 - 3. Project record file (one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents as specified in Section 01 78 39).
 - 4. Contractor (one (1) set)

END OF SECTION

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**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Contractor that does not require Engineer's approval.

1.02 PROCEDURES

A. Direct submittals to Engineer at the following address, unless specified otherwise.

- 1. Tetra Tech
Attn: David Lavergne, Project Manager
1899 Powers Ferry Rd. SE, Suite 400
Atlanta, GA 30339
Phone: 770-738-6046
E-mail: David.Lavergne@tetrattech.com

B. Transmittal of Submittal:

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

- d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
 - 4. Identify and describe each deviation or variation from Contract Documents.
- C. Format:
 - 1. Do not base Shop Drawings on reproductions of Contract Documents.
 - 2. Package submittal information by individual Specification section; however, in certain cases where a section addresses several components multiple submittals shall be acceptable. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
 - 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
 - 4. Index with labeled tab dividers in orderly manner.
- D. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual Specification sections.
- E. Processing Time:
 - 1. Time for review shall commence on Engineer's receipt of submittal.
 - 2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 28 working days after receipt, unless otherwise specified.
 - 3. Resubmittals will be subject to same review time.
 - 4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.
- F. Resubmittals: Clearly identify each correction or change made.
- G. Incomplete Submittals:
 - 1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 - 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp, completed and signed.
 - b. Transmittal, completed and signed.
 - c. Insufficient number of copies.
- H. Submittals not required by Contract Documents:
 - 1. Will not be reviewed and will be returned stamped "Not Subject to Review."
 - 2. Engineer will keep one copy and return all remaining copies to Contractor.

1.03 ACTION SUBMITTALS

- A. Prepare and submit Action Submittals required by individual Specification sections.
- B. Shop Drawings:
 - 1. Copies: Five (5).
 - 2. Identify and Indicate:
 - a. Applicable Contract Drawing and detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
 - 3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
 - 4. Product Data: Provide as specified in individual Specifications.
 - 5. Foreign Manufacturers: When proposed, include following additional information:
 - a. Names and addresses of at least two companies that maintain technical service representatives close to Project.
 - b. Complete list of spare parts and accessories for each piece of equipment
- C. Samples:
 - 1. Copies: Two, unless otherwise specified in individual Specifications.
 - 2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.
 - b. Model number.
 - c. Material.
 - d. Sample source.
 - 3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
 - 4. Full-size Samples:
 - a. Size as indicated in individual Specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions: Engineer will review, mark, and stamp as appropriate, and distribute marked-up copies as noted:

1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
3. Amend and Resubmit:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
4. Rejected:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.
 - b. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy retained in Engineer's file.
 - 3) Remaining copies returned to Contractor appropriately annotated.

1.04 INFORMATIONAL SUBMITTALS

A. General:

1. Copies: Submit five (5) copies, unless otherwise indicated in individual Specification section.
2. Refer to individual Specification sections for specific submittal requirements.
3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copies to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and

return remaining copies with review comments to Contractor, and require that submittal be corrected and resubmitted.

B. Certificates:

1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
2. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
3. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
4. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.

C. Construction Photographs: In accordance with Section 01 32 33 and as may otherwise be required in Contract Documents.

D. Contract Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.

E. Contractor-Design Data:

1. Written and graphic information.
2. List of assumptions.
3. List of performance and design criteria.
4. Summary of loads or load diagram, if applicable.
5. Calculations.
6. List of applicable codes and regulations.
7. Name and version of software.
8. Information requested in individual Specification section.

F. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.

G. Schedules:

1. Schedule of Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, Construction Progress Documentation.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system.
 - 3) Estimated date of submission to Engineer, including reviewing and processing time.

- b. On a monthly basis, submit updated schedule to Engineer if changes have occurred or resubmittals are required.
 - 2. Schedule of Values: In accordance with Section 01 29 73.
 - 3. Progress Schedules: In accordance with Section 01 32 00, Construction Progress Documentation.
- H. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.
- I. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.
- J. Submittals Required by Laws, Regulations, and Governing Agencies:
 - 1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - 2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.
- K. Test and Inspection Reports:
 - 1. General: Shall contain signature of person responsible for test or report.
 - 2. Factory:
 - a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual Specification sections.
 - 3. Field: As a minimum, include the following:
 - a. Project title and number.
 - b. Date and time.
 - c. Record of temperature and weather conditions.
 - d. Identification of product and Specification section.
 - e. Type and location of test, sample or inspection, including referenced standard or code.
 - f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - h. Provide interpretation of test results, when requested by Engineer.
 - i. Other items as identified in individual Specification sections.

1.05 SUPPLEMENTS

A. The supplements listed below, following "End of Section", are part of this Specification.

1. Forms: Transmittal of Contractor's Submittal.

PART 2 PRODUCTS (NOT USED)

2.01 REQUIRED SUBMITTALS

A. The following items are required for this project:

1. Precast concrete culverts, wing walls, parapets, and appurtenances.
2. Rip rap gradation.
3. Concrete Mix design.
4. Asphalt Mix design.
5. Ductile iron pipe and fittings.
6. Valves.
7. Detour plan.
8. Road closure plan.

PART 3 EXECUTION (NOT USED)

SHOP DRAWING SUBMITTAL FORM

Owner: _____

Specification No.: _____
 Project: _____

Contractor: _____

FOR TETRA TECH USE ONLY:

DATE RECEIVED	_____
DATE RETURNED	_____

Project No.: _____

Owner's Project No.: _____

Contractor's Submittal No.: _____

Contractor's Project No.: _____

Resubmittal Yes _____ No _____

ITEM NO	RESUBMITTAL NO.	NO. COPIES	VENDOR	DESCRIPTION	ENGINEER'S ACTION
ACTION CODE (As defined in the General Conditions)					
A	APPROVED			SUBMITTED BY: _____	<i>Contractor</i>
AN	APPROVED AS NOTED				
A/R	AMEND AND RESUBMIT				
R	NOT APPROVED/REJECTED (DO NOT ORDER OR FABRICATE UNTIL APPROVED)			DATE: _____	
ENGINEERS COMMENTS: _____ _____ _____					

Distribution

- Contractor _____ Copies
- Owner _____ Copies
- Tt Office _____ Copies
- Tt Subconsultant _____ Copies
- Tt Field _____ Copies

Discipline Review:

 Reviewed By Date

Discipline Review:

 Reviewed By Date

 Project Manager Date

END OF SECTION

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. OWNER will select and pay for an independent testing laboratory to perform the following tests:
 - 1. Concrete placement tests, including slump, air content, and compressive strength (cores and cylinders) in accordance with Division 3.
 - 2. Pavement compaction and density testing in accordance with Division 31 and 32.
 - 3. Soil moisture, density, and compaction testing as specified in Division 31.
- B. OWNER may at any other time elect to have other materials and equipment tested for conformity with the Contract Documents.
- C. CONTRACTOR will be required to disinfect and bacteriologically test the backflow preventer, tap, and potable water main extension as shown on the Drawings. The CONTRACTOR will also be responsible for testing all piping and water retaining structures. The cost for such testing shall be borne by the CONTRACTOR.
- D. CONTRACTOR shall cooperate with testing laboratories and personnel to facilitate the execution of the required testing services.
- E. Employment of testing laboratories shall in no way relieve CONTRACTOR'S obligations to perform the Work of the Contract.
- F. Costs for any tests that show noncompliance with the Contract Documents shall be at the CONTRACTOR'S expense.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Respective sections of Specifications: Certification of products.
- C. Each Specification section listed: Laboratory and field tests required, and standards for testing.

1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties of the CONTRACTOR.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to work and manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and requiring testing.
- C. Submit to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The ENGINEER may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the OWNER shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 1. To provide access to work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.

- F. Notify ENGINEER sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of concrete, pavement, and soils compaction tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel, travel, and other incidental expenses incurred.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the CONTRACTOR'S convenience.
- H. If the test results indicate the material or equipment complies with the Contract Documents, the OWNER shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the total of such costs shall be deducted from any payments due the CONTRACTOR.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary water service.
 - 6. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest control.
 - 9. Pollution control.

- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain adequate artificial lighting for construction operations when natural light is not adequate for work.

1.4 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

1.5 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY WATER SERVICE

- A. Coordinate with Owner to connect to existing water source. Provide separate metering and reimburse Owner for cost of water used.
- B. Contractor shall pay all costs associated for installation, maintenance, and removal of the temporary water.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.
- B. Contractor shall pay all costs for installation, maintenance, and removal of temporary sanitary facilities.

1.8 PARKING

- A. Use of designated parking reserved for Owner at existing site is not permitted.
- B. When existing site space is not adequate, provide additional off-site parking.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance: Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- E. Removal, Repair:
 - 1. Remove temporary materials and construction before Substantial Completion.
 - 2. Repair existing facilities damaged by use to original condition.
- F. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.10 SECURITY

- A. Entry Control:

1. Allow entrance only to authorized persons with proper identification.
2. Owner will control entrance of persons and vehicles related to Owner's operations.

1.11 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment if needed.
- B. Protect site from puddles or running water.

1.12 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.13 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.14 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.15 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.16 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

**SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 DEFINITIONS

A. Products:

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

1.02 DESIGN REQUIREMENTS

- A. Where Contractor, Subcontractor, or Supplier design is specified, design of installation, systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions of 2009 edition of International Building Code (IBC) by International Code Council or another basis specifically set forth by individual Specification Sections shall be used. The structural drawings prepared for this project include the basis of design for the various structures and buildings. Any structural components designed by the Contractor, Subcontractor, or Supplier shall be designed with identical criteria.
- B. GDOT construction details and standards

1.03 PREPARATION FOR SHIPMENT

- A. When practical, factory assemble products. Mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.
- B. Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project and Contractor, equipment number, and approximate weight. Include complete packing list and bill of materials with each shipment.
- C. Extra Materials, Special Tools, Test Equipment, and Expendables:
1. Furnish as required by individual Specifications.
 2. Schedule:

- a. Ensure that shipment and delivery occurs concurrent with shipment of associated equipment.
 - b. Transfer to Owner shall occur immediately subsequent to Contractor's acceptance of equipment from Supplier.
 - 3. Packaging and Shipment:
 - a. Package and ship extra materials and special tools to avoid damage during long term storage in original cartons insofar as possible, or in appropriately sized, hinged-cover, wood, plastic, or metal box.
 - b. Prominently display on each package, the following:
 - 1) Manufacturer's part nomenclature and number, consistent with Operation and Maintenance Manual identification system.
 - 2) Applicable equipment description.
 - 3) Quantity of parts in package.
 - 4) Equipment manufacturer.
 - 4. Deliver materials to Site.
 - 5. Notify Owner upon arrival for transfer of materials.
 - 6. Replace extra materials and special tools found to be damaged or otherwise inoperable at time of transfer to Owner.
- D. Request a minimum 7-day advance notice of shipment from manufacturer. Upon receipt of manufacturer's advance notice of shipment, promptly notify Engineer and Owner of anticipated date and place of equipment arrival.
 - E. Factory Test Results: Reviewed and accepted by Engineer before product shipment as required in individual Specification sections.

1.05 DELIVERY AND INSPECTION

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

1.06 HANDLING, STORAGE, AND PROTECTION

- A. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Store in approved storage yards or sheds provided in accordance with the manufacturer's recommendations. Provide

manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.

- B. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the work.
- D. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular material in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
- E. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.
- F. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.
- G. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes, and manufacturer's instructions.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specifications.
- B. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications.
- C. Like items of products furnished and installed in the work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, manufacturer's services. Implement same or similar process instrumentation and control functions in same or similar manner.
- D. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- E. Provide interchangeable components of the same manufacturer, for similar components, unless otherwise specified.

- F. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and comply with applicable OSHA, state, and local health and safety regulations.
- G. Regulatory Requirement: Coating materials shall meet federal, state, and local requirements limiting the emission of volatile organic compounds and for worker exposure.
- H. Equipment Finish:
 - 1. Provide manufacturer's standard finish and color, except where specific color is indicated.
 - 2. If manufacturer has no standard color, provide equipment with finish as approved by Engineer.
- I. Special Tools and Accessories: Furnish to Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other spare parts as required for maintenance.

2.02 FABRICATION AND MANUFACTURE

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

2.03 SOURCE QUALITY CONTROL

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

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

PART 3 EXECUTION

3.01 INSPECTION

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

3.02 INSTALLATION

- A. Equipment drawings shall show general locations of equipment, devices, and raceway, unless specifically dimensioned.
- B. No shimming between machined surfaces is allowed.
- C. Install the work in accordance with NECA Standard of Installation, unless otherwise specified.
- D. Repaint painted surfaces that are damaged prior to equipment acceptance.
- E. Do not cut or notch any structural member or building surface without specific approval of Engineer.
- F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instruction at Site, available for review at all times.
- G. For material and equipment specifically indicated or specified to be reused in the work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed work.
 - 2. Arrange for transportation, storage, and handling of products that require offsite storage, restoration, or renovation. Include costs for such work in the Contract Price.

3.03 FIELD FINISHING

- A. In accordance with the Manufacturer's recommendations.

3.04 ADJUSTMENT AND CLEANING

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

END OF SECTION

**SECTION 01 77 00
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. General Conditions: Section 00 72 00.
 - 2. Project Record Documents: Section 01 78 39.

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. Project record documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.
 - 2. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and are ready for inspection.
 - 3. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
 - 1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.
 - 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in Paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.
 3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of Paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.
 3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in Paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:

- a. Previous change orders or written amendments.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for liquidated damages.
 - f. Deductions for reinspection payments.
 - g. Other adjustments.
3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Maintain at the site for the Owner one (1) record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications of the Contract.
 - 5. Engineer's Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field test records.
 - 8. Construction photographs.
- B. Related Requirements Described Elsewhere:
 - 1. Project Coordination: Section 01 31 13.
 - 2. Construction Photographs: Section 01 32 33.
 - 3. Submittal Procedures: Section 01 33 00.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples at the testing laboratory.
 - 1. Provide file folders for storage of project contract documents.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer or the Owner.

- E. As a prerequisite for monthly Progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the Engineer and Owner. Payment may be withheld if record documents are not satisfactorily maintained.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with a rubber stamp having one (1) inch high letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly and clearly mark, to scale, each drawing to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original Contract Drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records and shop drawings.
- D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
2. Changes made by Field Order or by Change Order.

1.05 SUBMITTAL

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Formwork for cast-in place concrete.
 - 2. Shoring, bracing, and anchorage.
 - 3. Openings for other affected work.
 - 4. Form accessories.
 - 5. Form stripping.
- B. Related Sections:
 - 1. Section 03 20 00 - Concrete Reinforcing.
 - 2. Section 03 30 00 - Cast-In-Place Concrete.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. ACI 301 - Specifications for Structural Concrete.
 - 3. ACI 318 - Building Code Requirements for Structural Concrete.
 - 4. ACI 347 - Guide to Formwork for Concrete.
- B. ASTM International:
 - 1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
 - 2. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

1.3 DESIGN REQUIREMENTS

- A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 318 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.
 - 1. Indicate design data for formwork.
 - 2. Indicate loads transferred to structure during process of concreting, shoring and reshoring.
 - 3. Include structural calculations to support design.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.

- B. For wood products furnished for work of this Section, comply with American Forest and Paper Association (AF&PA).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver void forms and installation instructions in manufacturer's packaging.
- B. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

1.6 COORDINATION

- A. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

PART 2 PRODUCTS

2.1 FORM MATERIALS

- A. Lumber Forms:
 - 1. Application: Use for edge forms and unexposed finish concrete.
 - 2. Boards: "Standard" Grade Douglas Fir; straight, dressed all sides, uniform width and thickness, free from surface defect and of a sufficient grade to support the designed loads.
- B. Plywood Forms:
 - 1. Application: Use for exposed finish concrete.
 - 2. Forms: waterproof, resin-boned, exterior type Douglas Fir.
- C. Prefabricated Steel Forms: Will be of sufficient quality to assure the structure will meet all code requirements.

2.2 FORMWORK ACCESSORIES

- A. Form Ties: Snap-off type, galvanized metal, adjustable length, cone type, with waterproofing washer, free of defects capable of leaving holes larger than 7/8 inch in concrete surface.
- B. Spreaders: Standard, non-corrosive metal form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face. Wire ties, wood spreaders or through bolts are not permitted.
- C. Form Anchors and Hangers:
 - 1. Do not use anchors and hangers exposed to concrete leaving exposed metal at concrete surface.
 - 2. Symmetrically arrange hangers supporting forms from structural steel members to minimize twisting or rotation of member.
 - 3. Penetration of structural steel members is not permitted.
- D. Form Release Agent: Colorless mineral oil that will not stain concrete, or absorb moisture. Manufactured by Richmond "Rich Cote" or L & M "Debond", or equal.

- E. Vapor Retarder: Where indicated on Drawings, 8 mil thick polyethylene sheet.
- F. Bituminous Joint Filler: ASTM D1751.
- G. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.
- H. Water Stops: Rubber or Polyvinyl chloride, minimum 1,750 psi tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.
- I. Fillets for Chamfered Corners: 3/4 inch wood strips.

2.3 COATINGS

- A. Coatings for Aluminum: Polyamide epoxy finish coat with paint manufacturer's recommended primer for aluminum substrate. Apply one coat primer and one coat finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- B. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Engineer.

3.2 INSTALLATION

- A. Earth Forms:
 - 1. Earth forms are not permitted.
- B. Formwork - General:
 - 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
 - 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
 - 3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
 - 4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
 - 5. Complete wedging and bracing before placing concrete.
- C. Forms for Smooth Finish Concrete:
 - 1. Use steel, plywood or lined board forms.
 - 2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.

3. Install form lining with close-fitting square joints between separate sheets without springing into place.
 4. Use full size sheets of form lines and plywood wherever possible.
 5. Tape joints to prevent protrusions in concrete.
 6. Use care in forming and stripping wood forms to protect corners and edges.
 7. Level and continue horizontal joints.
 8. Keep wood forms wet until stripped.
- D. Forms for Surfaces to Receive Membrane Waterproofing: Use plywood or steel forms. After erection of forms, tape form joints to prevent protrusions in concrete.
- E. Framing, Studding and Bracing:
1. Space studs at 16 inches on center maximum for boards and 12 inches on center maximum for plywood.
 2. Size framing, bracing, centering, and supporting members with sufficient strength to maintain shape and position under imposed loads from construction operations.
 3. Construct beam soffits of material minimum of 2 inches thick.
 4. Distribute bracing loads over base area on which bracing is erected.
 5. When placed on ground, protect against undermining, settlement or accidental impact.
- F. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 318.
- G. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- H. Obtain Engineer's approval before framing openings in structural members not indicated on Drawings.
- I. Install fillet and chamfer strips on external corners of beams, joists, and columns.
- J. Install void forms in accordance with manufacturer's recommendations.

3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Install formed openings for items to be embedded in or passing through concrete work.

- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install water stops continuous without displacing reinforcement. [Heat seal joints watertight.]
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- H. Form Ties:
 - 1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
 - 2. Place ties at least 1 inch away from finished surface of concrete.
 - 3. Leave inner rods in concrete when forms are stripped.
 - 4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.
- I. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- J. Construction Joints:
 - 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
 - 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
 - 3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
 - 4. Arrange joints in continuous line straight, true and sharp.
- K. Embedded Items:
 - 1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
 - 2. Do not embed wood or uncoated aluminum in concrete.
 - 3. Obtain installation and setting information for embedded items furnished under other Specification sections.
 - 4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
 - 5. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations.
- L. Openings for Items Passing Through Concrete:
 - 1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.

2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

M. Screeds:

1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

N. Screed Supports:

1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
2. Staking through membrane is not be permitted.

O. Cleanouts and Access Panels:

1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.6 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been approved by Engineer.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Leave forms in place for minimum number of days as specified in ACI 347.

3.7 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.

3.8 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- C. Notify Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION

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SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Reinforcing bars.
 - 2. Welded wire fabric.
 - 3. Reinforcement accessories.

- B. Related Sections:
 - 1. Section 03 10 00 - Concrete Forming and Accessories.
 - 2. Section 03 30 00 - Cast-In-Place Concrete.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 318 - Building Code Requirements for Structural Concrete.
 - 3. ACI 530.1 - Specifications for Masonry Structures.
 - 4. ACI SP-66 - ACI Detailing Manual.

- B. ASTM International:
 - 1. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - 2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 - 3. A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - 4. ASTM A496/A496M - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
 - 5. ASTM A497/A497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - 6. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 7. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
 - 8. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
 - 9. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
 - 10. ASTM A775/A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
 - 11. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
 - 12. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.

13. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.

C. American Welding Society:

1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

D. Concrete Reinforcing Steel Institute:

1. CRSI - Manual of Standard Practice.

2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.

C. Certificates: Submit AWS qualification certificate for welders employed on the Work.

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1. Certified copies of mill test report of reinforcement materials analysis may be considered evidence of compliance provided such tests are regularly conducted by the reinforcement supplier by experienced, competent personnel using adequate testing equipment.

2. Engineer may order independent lab testing on mill samples or delivered steel reinforcement if mill tests are considered inaccurate or inadequate.

3. Results of laboratory or mill tests submitted to Engineer shall be of tests conducted no more than 90 days before delivery.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 318.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.

1.6 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade, plain billet bars, uncoated finish.

- B. Plain Wire: ASTM A82/A82M; unfinished.
- C. Welded Plain Wire Fabric: ASTM A185/A185M; in flat sheets or mats; unfinished.

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed steel.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.
- C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic-coated steel type; size and shape to meet Project conditions.
- D. Reinforcing Splicing Devices: Exothermic welding type; full tension and compression; sized to fit joined reinforcing.

2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with ACI 318.
- B. Form standard hooks for bends, stirrups and tie hooks, and seismic hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- D. Fabricate column reinforcement with offset bends at reinforcement splices.
- E. Form spiral column reinforcement from minimum 3/8 inch diameter continuous plain bar or wire.
- F. Form ties and stirrups from the following:
 - 1. For bars No. 10 and Smaller: No. 3 deformed bars.
 - 2. For bars No. 11 and Larger: No. 4 deformed bars.
- G. Weld reinforcement in accordance with AWS D1.4.
- H. Locate reinforcement splices not indicated on Drawings, at point of minimum stress.

PART 3 EXECUTION

3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
 - 1. Do not weld crossing reinforcement bars for assembly.
- B. Do not displace or damage vapor retarder.
- C. Accommodate placement of formed openings.

- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- E. Maintain concrete cover around reinforcement in accordance with ACI 318 as follows:

Reinforcement Location		Minimum Concrete Cover
Footings and Concrete Formed Against Earth		3 inches
Concrete exposed to earth or weather	No. 6 bars and larger	4 inches
	No. 5 bars and smaller	2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	1 inches
Beams and Columns		1-1/2 inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

- F. Splice reinforcing in accordance with splicing device manufacturer's instructions.

3.2 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

- C. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

3.3 FIELD QUALITY CONTROL

- A. Section 01 77 00 - Contract Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform field inspection and testing in accordance with ACI 318.
- C. Provide free access to Work and cooperate with appointed firm.

D. Reinforcement Inspection:

1. Placement Acceptance: Specified and ACI 318 material requirements and specified placement tolerances.
2. Welding: Inspect welds in accordance with AWS D1.1.
3. Periodic Placement Inspection: Inspect for correct materials, fabrication, sizes, locations, spacing, concrete cover, and splicing.
4. Weldability Inspection: Inspect for reinforcement weldability when formed from steel other than ASTM A706/A706M.
5. Continuous Weld Inspection: Inspect reinforcement as required by ACI 318.
6. Periodic Weld Inspection: Other welded connections.

END OF SECTION

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SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
 - 1. Slabs on grade.
 - 2. Control, expansion and contraction joint devices.
 - 3. Thrust blocks.
 - 4. Manholes.

- B. Related Sections:
 - 1. Section 03 10 00 - Concrete Forming and Accessories.
 - 2. Section 03 20 00 - Concrete Reinforcing.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 305 - Hot Weather Concreting.
 - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
 - 4. ACI 308.1 - Standard Specification for Curing Concrete.
 - 5. ACI 318 - Building Code Requirements for Structural Concrete.

- B. ASTM International:
 - 1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 3. ASTM C33 - Standard Specification for Concrete Aggregates.
 - 4. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
 - 6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
 - 7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 8. ASTM C150 - Standard Specification for Portland Cement.
 - 9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
 - 10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
 - 11. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 12. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
 - 13. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
 - 14. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.

15. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
16. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
17. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
18. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
19. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
20. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
21. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
22. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
23. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
24. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.3 PERFORMANCE REQUIREMENTS

- A. Vapor Retarder Permeance: Maximum 0.3perms when tested in accordance with ASTM E96/E96M, water method.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on joint devices, attachment accessories and admixtures.
- C. Design Data:
 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
 2. Identify mix ingredients and proportions, including admixtures.
 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
- D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Contract Closeout Requirements: Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.
- E. Fire Rated Construction:
 - 1. Tested Rating: Determined in accordance with ASTM E119.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature after installation at minimum 50 degrees F (10 degrees C) for minimum 7 days.

1.8 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal
- B. Normal Weight Aggregates: ASTM C33.
 - 1. Coarse Aggregate Maximum Size: In accordance with ACI 318.
- C. Water: ACI 318; potable, without deleterious amounts of chloride ions.

2.2 ADMIXTURES

- A. Furnish materials in accordance with Georgia Department of Transportation.
- B. Air Entrainment: ASTM C260.
- C. Chemical: ASTM C494/C494M.
- D. Silica Fume: ASTM C1240.
- E. Slag: ASTM C989; ground granulated blast furnace slag.
- F. Plasticizing: ASTM C1017/C1017M.

2.3 ACCESSORIES

- A. Bonding Agent: Two component epoxy.

1. Manufacturers:
 - a. Euco Epoxy Model #463.
 - b. Euclid Chemical Company Model #615.
 - c. Sika Chemical Corporation Model #615.
- B. Vapor Retarder: ASTM E1745; 6 mil thick clear polyethylene film.
- C. Non-Shrink Grout: ASTM C1107/C1107M; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type C: ASTM D1752; Premolded sponge rubber.
- B. Construction Joint Devices: formed to tongue and groove profile.
- C. Expansion and Contraction Joint Devices: ASTM B221.
- D. Sealant: ASTM D6690, Type I.

2.5 CONCRETE MIX

- A. Select proportions for concrete in accordance with ACI 318.
- B. Provide concrete to the following Georgia Department of Transportation (GDOT) criteria:
 1. Class AA1 – Normal Weight 4,500 psi @ 28 days
 2. Class AA – Normal Weight 3,500 psi @ 28 days
 3. Class A – Standard Weight 3,000 psi @ 28 days
 4. Class B – Normal Weight 2,200 psi @ 28 days
- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Engineer.
 1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
 2. Do not use calcium chloride nor admixtures containing calcium chloride.
 3. Use set retarding admixtures during hot weather.
 4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing.
- D. Average Compressive Strength Reduction: Not permitted.
- E. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M.
- F. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 318.
- B. Notify testing laboratory and Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- D. Deposit concrete at final position. Prevent segregation of mix.
- E. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- F. Consolidate concrete.
- G. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- H. Place concrete continuously between predetermined expansion, control, and construction joints.
- I. Do not interrupt successive placement; do not permit cold joints to occur.
- J. Placing during non-daylight hours
 - 1. Concrete shall be placed during daylight hours unless otherwise approved by the Engineer. Placing of concrete in a portion of work shall not be started unless that portion of the work can be completed during daylight. Daylight is defined as the period one hour before sunrise to one hour after sunset.
 - 2. If it is desired by the Contractor to place concrete during non-daylight hours, the Contractor shall provide an adequate lighting system approved by the Engineer.

Approval of the placing of concrete during non-daylight hours shall in no way lessen the responsibility of the Contractor as related to the Work.

3.4 CONCRETE FINISHING

- A. Provide formed concrete with finish as Scheduled in this section.
- B. Finish concrete floor surfaces in accordance with ACI 318.
- C. Wood float surfaces with full bed setting system.
- D. Steel trowel surfaces receiving resilient flooring.
- E. Steel trowel surfaces which are indicated to be exposed.
- F. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 - 1. Protect concrete footings from freezing for minimum 5 days.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces in accordance with ACI 318.
- D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days.
- E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

3.6 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with ACI 318.
- B. Provide free access to Work and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of Work.
- D. Concrete Inspections:
 - 1. Continuous Placement Inspection: Inspect for proper installation procedures.
 - 2. Periodic Curing Inspection: Inspect for specified curing temperature and procedures.
- E. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.

3. Sample concrete and make one set of three cylinders for every 75 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
5. Make one additional cylinder during cold weather concreting, and field cure.

F. Field Testing:

1. Slump Test Method: ASTM C143/C143M.
2. Air Content Test Method: ASTM C173/C173M.
3. Temperature Test Method: ASTM C1064/C1064M.
4. Measure slump and temperature for each compressive strength concrete sample.
5. Measure air content in air entrained concrete for each compressive strength concrete sample.

G. Cylinder Compressive Strength Testing:

1. Test Method: ASTM C39/C39M.
2. Test Acceptance: In accordance with ACI 318.
3. Test one cylinder at 7 days.
4. Test two cylinders at 28 days.
5. Dispose remaining cylinders when testing is not required.

H. Core Compressive Strength Testing:

1. Sampling and Testing Procedures: ASTM C42/C42M.
2. Test Acceptance: In accordance with ACI 318.
3. Drill three cores for each failed strength test from concrete represented by failed strength test.

I. Water Soluble Chloride Ion Concentration Test Method: ASTM C1218/C1218M; tested at 28 days.

J. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.7 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections as directed by Engineer in accordance with ACI 318.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.

- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

SECTION 31 05 13
SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subsoil materials.
 - 2. Topsoil materials.

- B. Related Sections:
 - 1. Section 31 05 16 - Aggregates for Earthwork.
 - 2. Section 31 23 17 - Trenching.
 - 3. Section 31 23 23 - Fill.
 - 4. Section 31 37 00 - Riprap.
 - 5. Section 32 92 19 - Seeding.
 - 6. Section 32 92 23 - Sodding.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

- B. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.3 SUBMITTALS

- A. Not Required.

1.4 QUALITY ASSURANCE

- A. Furnish each subsoil material from single source throughout the Work.

- B. Perform Work in accordance with Public Work's standard.

PART 2 PRODUCTS

2.1 SUBSOIL MATERIALS

- A. Subsoil Type S2:
 - 1. Excavated and re-used material.
 - 2. Graded.
 - 3. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.

2.2 TOPSOIL MATERIALS

- A. Topsoil Type S4:
 - 1. Excavated and reused material.
 - 2. Graded.
 - 3. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.
 - a. Screening: Single screened.
- B. Topsoil Type S5:
 - 1. Imported borrow.
 - 2. Friable loam.
 - 3. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
 - a. Screening: Single screened.
 - 4. Acidity range (pH) of 5.5 to 7.5.
 - 5. Containing minimum of 4 percent and maximum of 25 percent inorganic matter.

2.3 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698 and ASTM D1557.
- B. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698.
- C. When tests indicate materials do not meet specified requirements, change material and retest.
- D. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

- C. Remove excess excavated materials not intended for reuse, from site.
- D. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.

3.2 STOCKPILING

- A. Stockpile materials on site designated by Owner/Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Stockpile topsoil 6 feet high maximum.
- E. Prevent intermixing of soil types or contamination.
- F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- G. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

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SECTION 31 05 16

AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Coarse aggregate materials.
- B. Related Sections:
 - 1. Section 31 05 13 - Soils for Earthwork: Fill and grading materials.
 - 2. Section 31 23 17 - Trenching.
 - 3. Section 31 37 00 - Riprap.
 - 4. Section 32 11 23 - Aggregate Base Courses.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
 - 4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 5. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with the Georgia Department of Transportation standards and specifications.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate: Granite or Limestone type; irregular shaped rock; free of shale, clay, friable material and debris; graded in accordance with the GDOT Specification Section 800 – Coarse Aggregates.

1. Size No. 4

Sieve Size	Percent Passing
2 inch	100
1-1/2 inch	90 to 100
1 inch	20 to 55
3/4 inch	0 to 15
3/8 inch	0 to 5

2. Size No. 57

Sieve Size	Percent Passing
1-1/2 inch	100
1 inch	95 to 100
1/2 inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

3. Size No. 89

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	90 to 100
No. 4	20 to 55
No. 8	0 to 15
No. 16	0 to 10
No. 50	0 to 5

- B. Graded Aggregate Base

1. GDOT Group 1 Aggregates (Limestone, dolomite, marble, or any combination thereof)

Sieve Size	Percent Passing
2 inch	100
1 1/2 inch	97 to 100
3/4 inch	60 to 95
No. 10	25 to 50
No. 60	10 to 35
No. 200	7 to 15

2. GDOT Group 2 Aggregates (Slag, gravel, granitic and gneissic rocks, quartzite, synthetic aggregate, or any combination thereof)

Sieve Size	Percent Passing
2 inch	100
3/8 inch	90 to 100
No. 4	20 to 55
No. 8	0 to 15
No. 16	0 to 10
No. 50	0 to 5

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate: graded in accordance with the GDOT Specification Section 801– Fine Aggregates.

Size	Percent by Weight
Passing No. 4 (4.75 mm) sieve	100
Passing No. 16 (1.18 mm) sieve	25 to 75
Passing No. 100 (150 µm) sieve	0 to 25

2.3 SOURCE QUALITY CONTROL

- A. Perform periodic compaction testing as seen in Drawings.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557.
- C. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

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SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris.
 - 2. Removing designated paving, curbs, and sidewalks.
 - 3. Removing designated trees, shrubs, and other plant life.
 - 4. Removing abandoned utilities.
 - 5. Excavating topsoil.
- B. Related Sections:
 - 1. Section 31 23 18 - Rock Removal.

1.2 QUALITY ASSURANCE

- A. Conform to applicable codes for environmental requirements, disposal of debris, burning debris on site, and use of herbicides.
- B. Perform Work in accordance with Public Work's standard.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Herbicide: All types, must be approved by authority having jurisdiction.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.

3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.

- B. Protect trees, plant growth, and features designated to remain, as final landscaping as specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs indicated. Remove stumps, main root ball, and surface rock.
- C. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

- A. Partially remove paving and curbs as indicated on Drawings. Neatly saw cut edges at right angle to surface.
- B. Contain limits of clearing and grubbing to Right-of-way and easements/construction limits.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, relandscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on 36 mil Hypalon material and cover over with same material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 31 23 17

TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating trenches for utilities from 5 feet outside building to utility service.
 - 2. Compacted fill from top of utility bedding to subgrade elevations.
 - 3. Backfilling and compaction.

- B. Related Sections:
 - 1. Section 03 30 00 - Cast-In-Place Concrete: Concrete materials.
 - 2. Section 31 05 13 - Soils for Earthwork: Soils for fill.
 - 3. Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.
 - 4. Section 31 23 18 - Rock Removal: Removal of rock during excavating.
 - 5. Section 31 23 23 - Fill: General backfilling.
 - 6. Section 31 37 00 - Riprap.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

- B. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 QUALITY ASSURANCE

Not Required.

1.5 COORDINATION

- A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Fill: Type Select; As specified in Section 31 05 13 Soils for Earthwork.
- B. Granular Fill: Graded Aggregate Base; As specified in Section 31 05 16 Aggregates for Earthwork.
- C. Concrete: Class A; As specified in Section 03 30 00 Cast in Place Concrete.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Engineer or Owner reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. For laying sewer pipe, use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 or 1-800-282-7411 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.
- G. Dewatering:

1. The Contractor shall do all necessary pumping or bailing, build all drains and do all other work necessary at his own expense to keep the trenches clear of water during the progress of the work.
2. No structure shall be built or pipe shall be laid in water, and water shall not be allowed to flow over or rise upon any concrete, masonry or pipe until the same has been inspected and the concrete or joint material has thoroughly set.
3. All water pumped, bailed or otherwise removed from the trench or other excavation shall be conveyed in a proper manner to a suitable place of discharge where it will not cause injury to the public health or to public or private property or to work completed or in progress, or to the surface of the streets or cause any interference with the use of same by the public.
4. All soil and erosion control standards must be followed during dewatering operations. Best management practices must be used.

3.3 TRENCHING

- A. Remove lumped subsoil, boulders, and rock up of 1/2 cubic yard, measured by volume. Remove larger material as specified in Section 31 23 18.
- B. Perform excavation within 24 inches of existing utility service in accordance with The State of Georgia's requirements.
- C. Do not advance open trench more than 100 feet ahead of installed pipe.
- D. Trenches shall have a minimum width of twelve (12) inches plus the diameter of the outside of the bell of the water main. The trench shall be of a depth such that the top of the water main is a minimum of 48" below grade, 48" below the edge of pavement, or 36" below the drainage ditch paralleling the road, whichever is deepest. Sewer pipe shall be installed at the depth indicated on the drawings. Maximum trench width **at the top of the pipe** shall not be more than the outside diameter of the bell plus two feet.
- E. Pipe trenches shall be straight and true to grade and in the location shown on the plans. Trenches shall be dug so that the pipe can be laid to the alignment and depth required, and the trench shall be of such width and shall be braced and drained so that the workmen may work therein safely and efficiently. No chocking under the pipe will be permitted. All joints shall be as specified herein. Excavation must be made under the bell of each pipe so that the entire length of the pipe will lie uniformly on the bottom of the trench and the pipe weight shall not rest on the bells. Trenches shall be free of water during the work.
- F. No excavation shall be made under highways, streets, alleys or private property until satisfactory arrangements have been made with the State, City, County or owners of the property to be crossed. All excavated material shall be placed so as to not interfere with public travel on the streets and highways along which the lines are laid.
- G. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.

- H. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Fill Type S2 and compact to density equal to or greater than requirements for subsequent backfill material.
- I. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- J. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.
- K. Remove excess subsoil not intended for reuse, from site.

3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.5 BACKFILLING

- A. Backfill trench and meet compaction requirements as outlined in Specification 31 23 23.
- B. Employ placement method that does not disturb or damage existing utilities in trench.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Do not leave any amount of trench open at end of working day.
- E. Protect open trench to prevent danger to the public.
- F. All costs of compaction testing shall be the responsibility of the Contractor.

3.6 FIELD QUALITY CONTROL

- A. Section 01 77 00 - Contract Closeout Requirements: Field inspecting, testing, adjusting, and balancing.

3.7 PROTECTION OF FINISHED WORK

- B. Section 01 77 00 - Contract Closeout Requirements: Protecting finished work.
- C. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

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SECTION 31 23 18

ROCK REMOVAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing discovered rock during excavation.
 - 2. Explosives to assist rock removal.

- B. Related Sections:
 - 1. Section 31 23 17 - Trenching: Trenching and backfilling for utilities.
 - 2. Section 31 23 23 - Fill: Backfill materials.
 - 3. Section 31 37 00 - Riprap.

1.2 REFERENCES

- A. National Fire Protection Association:
 - 1. NFPA 495 - Explosive Materials Code.

- B. Occupational Safety and Health Administration
 - 1. OSHA 2207 - Construction Industry Standards, Subpart T - Demolition.

1.3 DEFINITIONS

- A. Rock: Solid mineral material with a volume in excess of 1/2 cu yd that cannot be broken down and removed by use of heavy construction equipment, such as a Caterpillar D8K or equivalent, bulldozer equipped with single tooth hydraulic ripper, 3/4 cu yd capacity power shovel, rooters, etc., and without drilling or blasting. Materials which can be loosened with a pick, hard pan, boulders less than 1/2 cu yd in volume, chert, clay, soft shale, soft and disintegrated rock and any similar material shall not be considered as rock. (All materials to be considered unclassified or common excavation)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Rock Excavation: No separate measurement and payment will be made for rock excavation.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

- B. Shop Drawings: Indicate proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock removal method.

- C. Survey Report: Submit survey report on conditions of buildings near locations of rock removal.

1.6 QUALITY ASSURANCE

- A. Seismic Survey Firm: Licensed company specializing in seismic surveys with five year documented experience.
- B. Explosives Firm: The Contractor shall subcontract all drilling and blasting to a Company specializing in explosives for disintegration of subsurface rock with a minimum of five years documented experience. Blasters shall have their license and blasting permit on the job site at all times and shall present them for examination by any official that may have jurisdiction.
- C. Geotechnical Testing Agency: The Contractor shall subcontract all seismic testing to an independent testing agency qualified according to ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection and/or Testing to conduct soil materials and rock-definition testing as documented according to ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. Comply with all codes, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the work.
- E. Comply with applicable requirements of NFPA 495, "Explosive Materials Code."

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for explosive disintegration of rock.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.
- C. All explosives shall be stored securely in compliance with all laws and ordinances, and all such storage places shall be clearly marked DANGEROUS EXPLOSIVES. Blasting caps, electric blasting caps, detonating primers, and primed cartridges shall not be stored in the same magazine with other explosives or blasting agents. Locked storage shall be provided, which is never closer than 1000 feet from any road, building, or camping area.

1.7 PROJECT CONDITIONS

- A. Conduct survey and document conditions of buildings near locations of rock removal, prior to blasting, and photograph existing conditions identifying existing irregularities.
- A. Advise owners of adjacent buildings or structures in writing, prior to executing seismographic survey. Explain planned blasting and seismic operations.
- B. Obtain seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in area of excavation without damaging adjacent properties or other work.

1.8 SCHEDULING

- B. Schedule Work to avoid disruption to occupied buildings nearby.
- C. Conduct blasting operations between hours of 8:00 A.M. and 5:00 P.M. only.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction. Explosives shall be suitable for intended purposes.
- B. Delay Device: Type recommended by explosives firm to be used as accessory to explosives.
- C. Mechanical Disintegration Compound: Grout mix of materials that expand on curing.
- D. Blasting Mat: When the use of explosives is necessitated during prosecution of the WORK, use blasting mats of type recommended by explosives firm to lessen the danger of projectiles occasionally resultant from blasting of rock.

PART 3 EXECUTION

3.1 EXAMINATION

- B. Verify site conditions and note subsurface irregularities affecting Work of this section.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.3 ROCK REMOVAL BY MECHANICAL METHOD

- A. Excavate and remove rock by mechanical method.
 - 1. Drill holes and use expansive tools or wedges to fracture rock.
- B. Cut away rock at bottom of excavation to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings.
- D. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- E. Remove excavated materials from site.
- F. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 23 23.

3.4 ROCK REMOVAL BY BLASTING

- A. When rock is uncovered requiring explosives method for rock disintegration, notify Engineer.
- B. Provide seismographic monitoring during progress of blasting operations.
- C. Blasting procedures shall conform to all applicable local, state, and federal laws and ordinances and shall be performed in accordance with OSHA Standard 29 CFR part 1910.109, Explosives and Blasting Agents, GADOT Rules for Transporting Explosives, and local Fire Department Regulations. Prior to any blasting, a blasting permit shall be obtained. The approval of the Owner's Representative and/or Engineer shall be obtained before any blasting takes place and Owner's Representative and/or Engineer may fix the hours of blasting if he/she deems it to be necessary. The use of explosives shall be in accordance with approved methods that safeguard lives and property. Explosives shall only be handled, placed, and detonated by persons licensed in this work. It is the responsibility of the Contractor to provide proper notification to appropriate parties.
- D. The minimum insurance coverage for blasting shall be as annotated in Section 00800, Supplementary Conditions. The coverage shall include explosion and collapse. If blasting occurs within 200 feet of any underground structure or utility, underground coverage will be required. The owner and the property owners shall be named as "additional insured."
- E. Storage: Store explosives in accordance with the Occupational Safety and Health Act and with other Federal, State and Local ordinances and regulations. The Contractor shall keep explosive materials that are on the job site in special constructed boxes provided with locks. These boxes shall be plainly identified as to their contents. Failure to comply with this specification shall be grounds for suspension of blasting operations until full compliance is made. No blasting shall be allowed unless a galvanometer is employed to check cap circuits.
- F. Owner's Representative and/or Engineer may prohibit blasting when the method of detonation or the means of protection provided are inadequate. Blasting conducted with or without direct supervision of Owner's Representative and/or Engineer will not relieve the Contractor of the responsibilities stipulated herein.
- G. Blasters shall not explode or attempt to explode blasting powder or high explosives unless it is performed with a suitable electric blasting machine. Electric current from batteries, telephone, or power lines shall not be used for detonation.
- H. A minimum of 3 minutes prior to the detonation, the blaster shall inform competent flagmen, equipped with red flags, stationed at reasonable distances from the blast area at every avenue of approach, to warn all persons.
- I. Immediately after the loading and tamping of the drill hole and before fixing the blast, the material to be blasted shall be covered on all exposed sides with blasting mats, or other approved protective material. After the protection has been applied, the blast shall be fired without unnecessary delay.

3.5 BLASTING PROCEDURE

- A. The Contractor shall provide a blast warning signal system. The blast warning signal system shall consist of one or more air horns located at the blast site. The air horn(s) shall be audible a minimum of 1 mile from the blast site. The signals shall be one long horn 5 minutes prior to the blast, one short horn 1 minute prior to the blast, and one long horn after the blast to signal all clear. The Contractor shall erect two clear and legible blast warning signal signs at locations determined by Owner's Representative and/or Engineer. The signs shall list the blast warning signal system, the Contractor Superintendent's name and telephone number, and the Owner representative's name and telephone number.
- B. The Contractor shall notify in writing all property Owners within 300 feet of the proposed blast at least 1 week prior to the proposed blast and verbally on the day of the scheduled blast.
- C. Blasting shall be limited to mid-morning hours on days of clear-to-partly cloudy skies with increasing surface temperature and light wind. The Contractor shall provide monitoring equipment to monitor all blasting. A copy of monitor record shall be given to Owner's Representative daily.
- D. The use of unconfined explosives shall be prohibited.
- E. The maximum allowable peak particle velocity shall be 1.25 inches per second for all structures located 0 to 300 feet from the blasting site. The maximum allowable peak particle velocity shall be 1.00 inch per second for all structures located 301 to 5,000 feet from the blasting site. The maximum allowable peak particle velocity shall be 0.75 inch per second for all structures located 5,001 feet and beyond from the blasting site.
- F. To minimize vibration, minimum scaled distance (SD) of 50 shall be used to determine maximum explosive weight per delay. A test blast shall be conducted to verify the scaled distance. The maximum explosive weight per delay shall not exceed the distance from the blast to the nearest structure divided by 50 squared. Maximum explosive weight per delay may be revised pending outcome of test blast. The recommendations indicated for blasting criteria in no way relieves the Contractor of his liability.
- G. The peak overpressure of air blast shall not exceed 0.015 pound per square inch or 138 decibels.
- H. Pre-blast meetings may be scheduled with Owner's Representative and/or Engineer to document hole depths and spacing, charge weight per delay, shot scheduling, and weather conditions. The Contractor shall obtain accurate measured distances from structures to center of blast area prior to determining the safe maximum charge-weight per delay and loading blast holes.
- I. Pre-blast and post blast surveys will be obtained by the Contractor using a "Third Party" Firm as described in Section 1.04B. The Contractor may review the results of these surveys and supplement it as he sees fit by conducting a separate survey of their own after written permission is obtained from the property Owners. In this event, the written permission shall be submitted to Owner's Representative prior to entering upon private property. The pre-blast and post blast surveys will include all occupied and vacant buildings and other Structures within 300 feet of the blasting area. The Contractor is strongly encouraged to have a representative present during these surveys. Any pre-

blast and post blast surveys performed by Owner or the property owner in no way relieve the Contractor of his liability.

3.6 MONITORING REQUIREMENTS

- A. The contractor shall retain a “third party” geotechnical firm to perform monitoring and testing for blasting procedures. The firm selected by the Contractor will be evaluated by the Engineer and Owner for approval as the official “third party”. The “Third Party” Firm shall obtain written permission from the property owners and submit a copy or copies to the Owner's Representative prior to entering upon private property.
- B. Monitoring of Blast-Related Earthborne Vibrations.
1. Pre-Construction Condition Assessment: The third party geotechnical engineering firm shall perform a pre-construction condition assessment to document the conditions of the nearby buildings and other sensitive nearby structures prior to the beginning of construction. The assessment shall be performed on all properties adjacent to the project site and any other properties as directed by the engineer or owner. The assessment shall include full color video and photographic documentation of all exteriors including building foundations and installation of crack monitors on façade cracks that might propagate due to blasting vibrations. All documentation of existing building conditions and information concerning the type and location of crack monitors shall be presented to the Owner's Representative in a report prior to construction.
 2. Crack Monitoring During Blasting: During blasting operations, the geotechnical firm shall perform periodic readings of sufficient frequency of the crack monitors that were installed during the pre-construction condition assessment to assess/monitor the effects of the blasting operations. All readings shall be provided to the Owner's Representative within 48 hours of taking the reading. If the crack readings suggest that blasting vibrations are contributing to crack width, then the geotechnical firm shall immediately notify the Owner's Representative and review the blasting operations. The geotechnical firm and the contractor shall then submit a detailed plan for repair, the contractor shall perform the repair at no cost to the Owner and develop and submit for review a revised blasting plan to address the vibration problems and minimize further damage and complaints.
 3. Vibration Monitoring During Blasting: The geotechnical firm shall monitor vibrations at no less than two locations at the closest structures to the project during all blasting activities. The locations shall be selected by the geotechnical firm based on the location of the blasting activities and their relative position to nearby structures. Prior to blasting, a plan of the monitoring locations shall be submitted to the Owner's Representative for approval. The location of the vibration monitors shall be adjusted during construction with approval by Engineer and Owner. The vibration monitors shall be established at the site so that background vibrations may be determined prior to beginning construction and blasting. The sensitivity range of the seismograph shall be selected so that the recording is initiated below the maximum allowable particle velocity and extends above the highest expected intensity. Specific activities of the vibration source shall be indexed in time to allow correlation with the arrivals on the vibration.

4. Project Vibration Criteria: The maximum allowable particle velocity is as indicated in Section 3.01.1 E. If the data from the monitors indicate that vibrations are exceeding the established criteria, then the geotechnical firm shall immediately notify the Owner's Representative and suspend the blasting operations which are generating the earthborne vibrations, until the geotechnical firm and Contractor have developed a revised blasting plan to resolve the problem. The problem shall be resolved by the Contractor at no additional cost to the Owner.
5. Instrumentation: The vibration monitors shall consist of digital seismographs that display the particle velocities and associated frequencies plotted against the criteria for this project. Each seismograph shall contain geophones with response capability in three mutually perpendicular axes or components; one vertical and two horizontal (radial and transverse). The frequency response of the geophones shall be linear from at least 4 Hz to more than 200 Hz. The sensitivity shall range from less than 0.02 in/sec to more than 5.0 in/sec. The Blastmate III by InstanTEL is one type of seismograph that is suitable for this project.
6. Calibration and Instrument Use: The geotechnical firm shall field calibrate the vibration monitors before the start of each recording period. The transducer shall be positioned with the longitudinal axis toward the vibration source. Transducers must be adequately coupled with the ground. Operation of all vibration monitors shall be in accordance with the instrument manufacturer's instructions and recommendations. Vibration records shall be collected in waveform plot or strip chart plot. The peak vector sum of the particle velocity in longitudinal, transverse, and vertical planes shall be shown along with the respective dominant or principal frequencies. The highest recorded particle velocity (i.e., the vector sum of the three orthogonal directions), when indexed to a particle vibration event, shall be reported as the peak particle velocity. The recorded peak particle velocity shall be compared to criteria appropriate for the subject of concern.
7. Complaints – In the event of a complaint, the geotechnical firm shall immediately contact the Owner's Representative and review those blasting activities that are introducing vibrations into the earth. The geotechnical firm shall prepare a report documenting all relevant data such as the time and date presented in the complaint, a description of the blasting activities during the subject time/date, data from the monitoring instruments for the subject time/date, complaint information and a description (including photographs, if possible) of the alleged damage. The geotechnical firm and Contractor shall then submit for review a detailed plan for repair, and revised blasting plan to address the complaints. The Contractor will be required to perform the necessary repairs at no cost to the owner.
8. Additional Requirements – In addition to the pre-construction condition assessment report, the geotechnical firm shall also provide monthly reports, as required, containing the results of the crack monitors and vibration monitors during the blasting procedures. The reports shall document that the geotechnical firm is providing the work described by this specification. The geotechnical firm shall submit a final report after the completion of the blasting operation that contains all previous reports in one document. The final report shall contain an “executive” summary of the various reports.

3.7 ROCK REMOVAL

- A. Disintegrate rock and remove from excavation.
- B. Remove rock at excavation bottom to form level bearing.
- E. Remove shaled layers to provide sound and unshattered base for footings.
- F. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- J. Remove excavated material from site.
- K. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 23 23 to directions of Engineer.

2.8 FIELD QUALITY CONTROL

- A. Request visual inspection of foundation bearing surfaces by Engineer before installing subsequent work.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Dewatering system.
 - 2. Water disposal.
- B. Related Sections:
 - 1. Section 31 23 17 - Trenching: Trenching for utilities below ground water table.
 - 2. Section 31 25 13 - Erosion Controls: Surface water runoff control.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C33 - Standard Specification for Concrete Aggregates.

1.3 DEFINITIONS

- A. Dewatering includes the following:
 - 1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering trenches.
 - 2. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

1.4 SYSTEM DESCRIPTION

- A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.
 - 1. Install pumps to dewater trench to remove groundwater or construct berms to divert surface water.

1.5 PERFORMANCE REQUIREMENTS

- A. Design dewatering systems to:
 - 1. Lower water table within areas of excavation below bottom of excavation to permit Work to be completed on dry and stable subgrade.
 - 2. Prevent loss of fines, quick condition, or softening of foundation subgrade.
 - 3. Maintain stability of sides and bottoms of trenches.
- B. Design surface water control systems to:
 - 1. Collect and remove surface water and seepage entering excavation.

1.6 QUALITY ASSURANCE

- A. Comply with authorities having jurisdiction for the following:
 - 1. Water discharge and disposal from pumping operations.

PART 2 PRODUCTS

2.1 DEWATERING EQUIPMENT

- A. Contractor shall provide dewatering equipment sufficient to keep trench free of water.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.
- B. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, sidewalks, and adjacent buildings, structures, and improvements.

3.2 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as specified in Section 31 25 13.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels or storm drains in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.

3.2 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system continuously until backfill is minimum 2 feet above normal ground water table elevation.
- B. Conduct daily observation of dewatering system and monitoring system. Make required repairs and perform scheduled maintenance.
- C. When dewatering system cannot control water within excavation, notify Architect/Engineer and stop excavation work.
 - 1. Supplement or modify dewatering system and provide other remedial measures to control water within excavation.
 - 2. Demonstrate dewatering system operation complies with performance requirements before resuming excavation operations.

D. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.

E. Do not discontinue dewatering operations without Engineer's approval.

2.2 WATER DISPOSAL

A. Discharge water into existing storm sewer system or drainage channels.

2.3 SYSTEM REMOVAL

A. Remove dewatering and surface water control systems after dewatering operations are discontinued.

B. Repair damage caused by dewatering and surface water control systems or resulting from failure of systems to protect property.

END OF SECTION

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SECTION 31 23 23

FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backfilling site structures to subgrade elevations.
2. Fill under slabs-on-grade.
3. Fill under paving.
4. Fill for over-excavation.

B. Related Sections:

1. Section 03 30 00 - Cast-In-Place Concrete: Concrete materials.
2. Section 31 05 13 - Soils for Earthwork: Soils for fill.
3. Section 31 05 16 - Aggregates for Earthwork: Aggregates for fill.
4. Section 31 22 13 - Rough Grading: Site filling.
5. Section 31 23 16 - Excavation.
6. Section 31 23 17 - Trenching: Backfilling of utility trenches.
7. Section 31 37 00 - Riprap.
8. Section 32 91 19 - Landscape Grading: Filling of topsoil to finish grade elevation.
9. Section 33 11 16 - Site Water Utility Distribution Piping.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
5. ASTM D6938 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with Public Work's standard.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Fill: Select Fill as specified in Section 31 05 13.
- B. Granular Fill: As specified in Section 31 05 16.
- C. Concrete: Structural concrete as specified in Section 03 30 00.

PART 3 EXECUTION

3.1 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.2 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place geotextile fabric over indicated areas prior to placing next lift of fill (if required).
- D. Place fill material in continuous layers and compact.
- E. Backfill beneath and around culvert by hand in four (4") inch layers for the full width of the trench to a depth of twelve (12") inches above the top of pipe.
- F. Compact trench in 6" lifts.
- G. Do not leave any amount of trench open at end of working day.

3.3 TOLERANCES

- A. Top Surface of Backfilling: Plus or minus 1 inch from required elevations.

- B. Top Surface of Backfilling: Plus or minus 1 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.4 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with ASTM D698.
- B. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556 or ASTM D6938.
 - 2. Moisture Tests: ASTM D3017.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.5 PROTECTION OF FINISHED WORK

- A. Section 01 77 00 - Contract Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

3.6 SCHEDULE

- A. Fill shall conform to Fayette County Standards.
- B. Fill Under Asphalt Paving (City or County Road Right-of-Ways):
 - 1. Compact subsoil to 98 percent max dry density.
 - 2. Select fill, to 12 inches below finish paving elevation, compact uniformly to 98 percent maximum density.
 - 3. Graded Aggregate Base, to 8 inches below finish paving elevation, compact uniformly to 100 percent maximum density.
- C. Fill Under Asphalt Paving (Department of Transportation Right-of-Ways):
 - 1. Conform to GDOT standards and specifications for replacement during construction.
- D. Fill to Correct Over-excavation:
 - 1. Select fill, flush to required elevation, compact uniformly to 98 percent of maximum density.

END OF SECTION

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SECTION 31 25 13

EROSION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Scope of Work:

1. Erosion control measures shall be designed for a 25-year, 24-hour rain event.
2. Erosion control shall be employed during the construction period and shall include all measures required to prevent soil erosion from the site until permanent erosion control measures are installed. Work shall be accomplished through, but not limited to, the use of berms, dikes, sediment barriers, sediment traps, sediment basins, silt fences, temporary grasses, check dams, mulching, construction exits and slope drains.
3. Erosion control measures described herein shall be continued until such time as permanent planting and restoration of natural areas is effectively in control of erosion from project site.
4. Failure to install and maintain temporary erosion control measures throughout the construction period may be cause to halt construction by governing authorities until such measures are correctly installed and operational.

B. Related Sections:

1. Section 03 10 00 - Concrete Forming and Accessories.
2. Section 03 20 00 - Concrete Reinforcing.
3. Section 03 30 00 - Cast-In-Place Concrete.
4. Section 31 00 00 - Earthwork.
5. Section 31 10 00 - Site Clearing.
6. Section 31 37 00 – Riprap.
7. Section 32 92 19 – Seeding
8. Section 32 92 23 - Sodding

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.

C. ASTM International:

1. ASTM C127 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- D. Precast/Prestressed Concrete Institute:
1. PCI MNL-116S - Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- E. "Manual for Erosion and Sediment Control in Georgia" published by the State Soil and Water Conservation Committee of Georgia – Current Edition
- F. State of Georgia Erosion and Sedimentation Control Act of 1975, current amendment.

1.3 SUBMITTALS

- A. Submit proposed schedule for installation, maintenance and removal of all temporary and permanent erosion and sediment control measures. The schedule should reflect the requirements below and show the anticipated starting and completion dates for all land development activities including:
1. Installation of temporary and permanent sediment control structures.
 2. Stormwater management facilities.
 3. Timber salvage operations.
 4. Clearing operations.
 5. Grubbing operations.
 6. Rough and finished grading.
 7. Building construction.
 8. Landscaping, including all seeding and sodding.
 9. Removal of temporary sediment control structures.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with "Manual for Erosion and Sediment Control in Georgia" published by the State Soil and Water Conservation Committee of Georgia – Current Edition.

1.5 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.6 SEQUENCE OF CONSTRUCTION OF TEMPORARY SEDIMENT CONTROL MEASURES

- A. Install all erosion and sediment control structures specified herein and shown in the Contract Documents, or as directed by the Engineer, as the first item of work within a given drainage area. Construction and installation of all sediment control structures

shall begin downgradient of the area to be disturbed and proceed upgradient. Contractor shall at all times maintain all soil erosion and sediment control structures and practices throughout construction and until permanent grass cover is established.

PART 2 PRODUCTS

2.1 CONSTRUCTION EXIT

- A. Rock: Granite type; crushed irregular shaped stone; solid and nonfriable; 1.5 inch minimum size, 3.5 inch maximum size.
- B. Geotextile Fabric: Furnish in accordance with State of Georgia Department of Transportation standards.
- C. Construct as indicated on Drawings.

2.2 TEMPORARY SEDIMENT BARRIERS (SILT FENCE)

- A. Filter fabric for silt fences shall be pervious synthetic polymer filaments forming a stable network so that fibers retain their relative positions. Filter fabric shall be of the type recommended by its manufacturer for the intended application. The filter fabric shall meet the following requirements:
 - 1. Minimum Grab Strength: 150 lbs. (by ASTM D1682)
 - 2. Elongation: 25%
 - 3. Retention Efficiency: 75%
- B. Silt fence shall be constructed in accordance with details shown on Drawings or may be a prefabricated proprietary type subject to approval by Engineer.

2.3 TEMPORARY SEDIMENT BARRIERS (HAY BALES)

- A. Hay bales shall be well compacted straw, standard size, wire bound. Hay bales may be used as an alternate to silt fence as approved by Engineer.

2.4 RIP RAP

- A. Riprap: Granite or Limestone type; as specified in Section 31 37 00, Rip Rap.

2.5 MULCHING (DS1)

- A. Spread dry straw or hay, free of weeds and seeds, at 2-1/2 tons per acre.
- B. Spread wood waste, chips, sawdust, or bark, 2 to 3 inches deep (6 to 9 tons per acre).
- C. Apply erosion control matting or netting according to manufacturer's requirements or recommendations.

2.6 TEMPORARY GRASSING (DS2)

- A. Grass seed for temporary erosion control shall be applied at the rates and dates indicated in the following table:

Species	Rate per 1,000 sq ft	Rate per acre	Planting Dates		
			Mountains Limestone Valley	Piedmont	Coastal
Rye	4.0 lbs	3 bushels	July 15 - Dec 1	Aug 15 - Jan 1	Sep 1 - Mar 1
Ryegrass	1.0 lbs	40 lbs	Aug 1 - May 1	Aug 1 - Apr 15	Aug 15 - Apr 1
Weeping Lovegrass	0.1 lbs	4 lbs	Mar 15 - Jun 15	Mar 15 - Jun 15	Feb 15 - Jun 15
Sudangrass	1.4 lb	60 lbs	Apr 1 - Sep 1	Apr 1 - Sep 1	Mar 1 - Aug 1
Browntop Millet	1.0 lb	40 lbs	Apr 1 - Jul 1	Apr 1 - Jul 1	Apr 1 - Jul 1
Wheat	4.0 lbs	3 bushels	Sep 1 - Jan 1	Sep 1 - Jan 1	Sep 15 - Feb 1

- B. Install Work in accordance with "Manual for Erosion and Sediment Control in Georgia" published by the State Soil and Water Conservation Committee of Georgia - Current Edition.

2.7 PERMANENT GRASSING (DS3)

- A. Grass seed for permanent erosion control in accordance with details shown on Drawings.
- B. Maintain seeded areas until Work is complete.
- C. Mow at least four weeks apart during growing season.

2.8 FERTILIZER

- A. Commercial grass fertilizer with a 10N-10P-10K proportion.
- B. Agricultural lime to be applied at a rate of one (1) ton per acre.

PART 3 EXECUTION

3.1 GENERAL

- A. Temporary erosion control shall be directed toward and have the purpose of controlling soil erosion at its potential source. Downstream sediment entrapment measures shall be employed, but only as a backup to primary control at the source.

- B. A continuing program of installation and maintenance of sediment control measures shall be employed during the construction period.
- C. Erosion Control Schedule:
 - 1. Prior to the pre-construction conference, Contractor shall submit to the Engineer his proposed erosion control plan for the project in accordance with requirements of this section. The plan shall be based on an analysis of the project conditions and shall be in written form. This plan shall specifically indicate the sequence of clearing and grubbing, earthwork operations, including trenching and backfilling, construction of permanent erosion control features and the proposed uses of temporary erosion control features.
 - 2. Plan shall also include proposed methods to prevent pollution of streams, lakes and rivers and other water resources.
 - 3. Contractor shall outline his proposed methods of controlling erosion and preventing pollution on public and construction access roads, staging areas and waste disposal areas.
 - 4. No work shall be started until the aforementioned plans have been approved by Engineer. Contractor will be responsible for accomplishment of work in accordance with approved plans. Engineer may approve changes made necessary by unforeseen circumstances which are beyond the control of Contractor.
- D. Owner and Engineer have the authority to limit the surface area of erodible earth materials exposed by clearing and grubbing, the surface area of erodible earth exposed by excavation and backfill operations and to direct Contractor to provide immediate permanent or temporary erosion and pollution control measures to prevent contamination of adjacent streams or other water courses.
- E. Clearing and grubbing operations shall be so scheduled and performed that grading operations and permanent erosion control features can immediately follow thereafter, if the project conditions permit, otherwise temporary erosion control measures will be required between successive construction stages.
- F. Owner and Engineer will require Contractor to limit the area of excavation, trenching and pipe laying operations in progress commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding and other permanent and/or temporary measures current with accepted schedule.

3.2 TEMPORARY GRASSING AND MULCHING

- A. Where staged construction or other conditions beyond the control of the Contractor prohibit the completion of work in a continuous manner, Owner and Engineer may order Contractor to apply temporary seeding or temporary mulch to an erodible area.
- B. Temporary grass shall consist of sowing a quick growing species of grass suitable to the area and season. Seeding rates shall be in accordance with Paragraph 2.6. Ground preparation will be limited to blading the area to the amount deemed practical by the Owner and Engineer for a seed bed and the elimination of water pockets. Fertilizer shall be applied at a rate of 14 pounds per 1,000 square feet.

- C. Areas to be mulched need not be to finished grade. The mulched areas may be placed on slopes as steep as 2:1 using a tractor to imbed the mulch into the slope.
- D. Spread wood waste uniformly on slopes that are 3:1 and flatter. No anchoring is needed.
- E. Commercial matting and netting. Follow manufacturer's specifications included with the material.

3.3 SEDIMENT TRAPS

- A. Install sediment traps in accordance with details shown on Drawings.
- B. Sediment traps shall be maintained until other erosion control methods can be substituted for them.
- C. Sediment traps shall be cleaned out when they are 1/2 filled with silt.
- D. Sediment traps shall be removed from the construction area when their use is no longer required.

3.4 RIP RAP

- A. Place geotextile fabric over substrate, lap edges and ends.
- B. Place riprap at culvert pipe ends, at embankment slopes, and as indicated on Drawings.

3.5 SILT FENCE

- A. Temporary silt fences shall be located at all points where surface water can leave the construction area.
- B. Silt fences shall be installed so as to remove sediments from flowing water through filtration and sedimentation. Silt fences shall be installed in accordance with the details shown on Drawings.
- C. Silt fences shall be arranged to create ponding behind them. Provision shall be made for removing accumulated sediments and maintaining ponding capacity.
- D. Silt fences shall be removed and the area restored when permanent vegetation or other erosion control measures are effective.

3.6 GRADING OPERATIONS

- A. Grading operations shall be scheduled so that ground surface will be disturbed for the shortest possible time before permanent construction is installed. Large areas shall be maintained as flat as possible to minimize soil transport through surface flow.
- B. Wherever steep slopes or abrupt changes in grade are required, a diversion or berm shall be constructed at the top of slope to cause surface water to flow along the

diversion to a control point to be transported downslope in a slope drain. In no case shall surface water be allowed to flow uncontrolled down slopes.

3.7 CONSTRUCTION IN STREAM BEDS

- A. Unless otherwise approved in writing by Engineer, construction operations in rivers, streams and impoundments shall be restricted to those areas which must be entered for the construction of temporary or permanent structures. As soon as conditions permit, rivers, streams and impoundments shall be promptly cleared of all false-work, sheeting or piling, which are to be removed, debris and other obstructions. Forging of live streams with construction equipment will not be permitted; therefore, temporary bridges or other structures (stream crossings) shall be used whenever stream crossings are required. Unless otherwise approved in writing by Engineer, mechanized equipment shall not be operated in live streams except as may be required to construct channel changes and temporary or permanent structures, and to remove temporary structures.

3.8 RUN-OFF EROSION AND SEDIMENTATION CONTROLS

- A. During construction, route run-off through sedimentation barriers and check dams as practical.
- B. Contractor shall maintain sedimentation devices in functional condition. Sedimentation barriers and check dams shall be cleaned out when these devices are 50 percent of their capacity. Defective materials in barriers and check dams shall be replaced.
- C. Contractor shall establish sedimentation barriers at the toe of slopes under construction. These barriers may be relocated and reused after permanent slope stabilization becomes established. As they are relocated, any defective materials shall be replaced. In addition, all debris and silt at previous location will be removed.
- D. A 6-inch minimum thickness of crushed stone construction exit pad shall be located at all access points to site from public streets in accordance with details shown on Drawings. All construction vehicles leaving construction site shall have mud cleaned from their tires at these points to protect public streets from the transportation of sediment from site.

3.9 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one half channel depth.

END OF SECTION

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SECTION 31 37 00

RIPRAP

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Riprap placed loose.
 2. Riprap placed in bags.
- B. Related Sections:
1. Section 31 23 17 – Trenching
 2. Section 31 25 13 – Erosion Controls

1.2 SUBMITTALS

None Required

1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Riprap: Granite or Limestone type; irregular shaped rock; solid and nonfriable.

1. Gradation for Stone-Dumped rip rap Type 1*

Size By Volume	Approx. Weight	Percent Smaller Than
4.2 ft ³ (0.12 m ³)	700 lbs (320 kg)	100%
1.8 ft ³ (0.05 m ³)	300 lbs (135 kg)	50% - 90%
0.8 ft ³ (0.02 m ³)	125 lbs (55 kg)	20% - 65%
* Between 0% and 15% of the Type 1 rip rap shall pass a 4 in (100 mm) square opening sieve.		

2. Gradation for Stone-Dumped rip rap Type 3*

Size By Volume	Approx. Weight	Percent Smaller Than
1.0 ft ³ (0.03 m ³)	165 lbs (75 kg)	100%
0.1 ft ³ (0.003 m ³)	15 lbs (7 kg)	10% - 65%
* Between 0% and 15% of the Type 3 rip rap shall pass a 2 in (50 mm) square opening sieve.		

- B. Geotextile Fabric: Non-biodegradable, non-woven manufactured by MIRAFI 700X or PROPEX 1199.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not place riprap bags over frozen or spongy subgrade surfaces.

3.2 PLACEMENT

- A. Place geotextile fabric over substrate, lap edges and ends.
- B. Place riprap at culvert pipe ends, at embankment slopes, and as indicated on Drawings.
- C. Place rock evenly and carefully over bagged riprap to minimize voids, do not tear bag fabric, place bags and rock in one consistent operation to preclude disturbance or displacement of substrate.

3.3 SCHEDULES

- A. Culvert Pipe Ends: Bagged riprap, placed one layer thick, 6 inch average thickness, concealed with topsoil fill.
- B. Sloped Grade at Retaining Wall: Individual riprap units, 6 inch thickness; placed prior to finish topsoil.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate subbase.
 - 2. Aggregate base course.
- B. Related Sections:
 - 1. Section 31 23 17 - Trenching: Compacted fill under base course.
 - 2. Section 31 37 00 - Riprap.
 - 3. Section 32 12 16 - Asphalt Paving: Binder and finish asphalt courses.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
- B. ASTM International:
 - 1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
 - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit data for geotextile fabric and herbicide.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.

- B. Materials shall be in accordance with Georgia DOT Standard Specifications Section 817.01.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Base Aggregate: GDOT Group 1 Aggregates (Limestone, dolomite, marble, or any combination thereof) ASTM D2940; graded type.

Sieve Size	Percent Passing
2 inch	100
1 1/2 inch	97 to 100
3/4 inch	60 to 95
No. 10	25 to 50
No. 60	10 to 35
No. 200	7 to 15

- B. Base Aggregate: GDOT Group 2 Aggregates (Slag, gravel, granitic and gneissic rocks, quartzite, synthetic aggregate, or any combination thereof) ASTM D2940; graded type

Sieve Size	Percent Passing
2 inch	100
3/8 inch	90 to 100
No. 4	20 to 55
No. 8	0 to 15
No. 16	0 to 10
No. 50	0 to 5

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted substrate is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate with in minimum two perpendicular passes to identify soft spots.

2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.

C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Place aggregate equal thickness layers to total compacted thickness of inches indicated on Drawings.

1. Maximum Layer Compacted Thickness: 6 inches.
2. Minimum Layer Compacted Thickness: 3 inches.

B. Roller compact aggregate to 98 percent maximum density scheduled in this section density indicated on Drawings.

C. Level and contour surfaces to elevations, profiles, and gradients indicated.

3.4 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D698 for driveways and AASHTO T180 for all roads.

B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of Tests: Two tests for every road lane of compacted aggregate.

3.5 COMPACTION

A. Compact materials to 100 percent of maximum density as determined from Standard Proctor.

END OF SECTION

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SECTION 32 12 16

ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt materials.
 - 2. Aggregate materials.
 - 3. Aggregate sub-base.
 - 4. Asphalt paving base course, binder course, and wearing course.
 - 5. Asphalt paving overlay for existing paving.
 - 6. Surface slurry.

1.2 REFERENCE STANDARDS

- A. Standard Specifications, Construction of Roads and Bridges, Latest Edition - Department of Transportation, State of Georgia.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit product information for asphalt and aggregate materials.
 - 2. Submit mix design with laboratory test results supporting design.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Mixing Plant: Conform to Georgia Department of Transportation standards.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum 3 years documented experience.

1.6 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.

PART 2 PRODUCTS

2.1 ASPHALT PAVING

- A. Performance / Design Criteria:
 - 1. Paving: Design for main street arteries.
- B. Asphalt Materials:
 - 1. Asphalt Cement: ASTM D946; penetration grade 85-100.
 - 2. Primer: ASTM D2027, MC-70. In accordance with Georgia DOT Standard Specifications.
 - 3. Tack Coat: ASTM D977; emulsified asphalt.
- C. Aggregate Materials:
 - 1. Coarse Aggregate: ASTM D692; crushed stone, gravel, or blast furnace slag.
 - 2. Fine Aggregate: ASTM D1073; natural sand or sand manufactured from stone, gravel, or blast furnace slag.
 - 3. Crushed stone base shall meet the requirements of Georgia DOT Standard Specifications, latest edition
- D. Base Aggregate: GDOT Group 1 or GDOT Group 2, as specified in Section 31 11 23 Aggregate Base Courses

2.2 MIXES

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Asphalt Paving Mixtures: Designed in accordance with Georgia DOT Standard Specifications. Latest edition.

2.3 CONCRETE

- A. As specified in Section 03 30 00 Cast in Place Concrete

2.4 TRAFFIC AND PARKING MARKING MATERIALS

- A. Traffic and parking lane markings shall be traffic stripe paint and shall follow Section 652, Georgia Department of Transportation (DOT) Standard Specifications for Roads and Bridges, latest edition.

2.5 SOURCE QUALITY CONTROL

- A. Submit proposed mix design of each class of mix for review prior to beginning of Work.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

A. Sub-base Preparation:

1. The CONTRACTOR shall remove from the area all organic substance encountered to a depth of 6-in or 8-in, as shown on the Drawings, below the surface of the proposed subgrade. The entire area shall be plowed and dragged prior to placing a stabilizing additive, if required to meet minimum bearing value.
2. Sub-base shall be compacted to a minimum density of 98 percent of the maximum as determined by the Modified Proctor Density AASHTO T180, and shall have a minimum bearing value of 60 pounds per square inch.

B. Base Course:

1. Check subgrade for conformity with elevations and section immediately before placing base material.
2. Place base material in compacted layers not more than 6-inches thick, unless continuing tests indicate the required results are being obtained with thicker layers.
3. In no case will more than 8-inches of compacted base be placed in one lift.
4. Spread, shape, and compact all base material deposited on the subgrade during the same day.
5. Compact base course material to not less than 100 percent of maximum density: ASTM D 1557, Method D (98 percent maximum density: AASHTO T-180.)
6. Test density of compacted base course: ASTM D 2167.
7. One test for each 250-sq yd of in-place material shall be conducted, but in no case not less than one daily for each layer.

C. Loose and Foreign Material:

1. Remove loose and foreign material from compacted sub-base surface immediately before application of paving.
2. Use power brooms or blowers, and hand brooming as required.
3. Do not displace sub-base material.

D. Prime Coat:

1. Uniformly apply over compacted and cleaned sub-base surface.
2. Apply enough material to penetrate and seal, but not flood the surface.
3. Allow to cure and dry as long as required to attain penetration and evaporation of volatile, and in no case less than 24 hours unless otherwise acceptable to the Engineer.
4. Blot excess asphalt with just enough sand to prevent pick-up under traffic.
5. Remove loose sand before paving.

E. Tack Coat:

1. Dilute material with equal parts of water and apply to contact surfaces of previously constructed asphalt concrete or Portland cement concrete and similar surfaces.
2. Apply tack coat by brush to contact surfaces of structures projecting into or abutting asphalt concrete pavement.
3. Allow surfaces to dry until material is at condition of tackiness to receive pavement.

3.2 PREPARING THE MIXTURE

- A. Comply with ASTM D 995 for material storage, control, and mixing, and for plant equipment and operation.
- B. Stockpiles:
 - 1. Keep each component of the various-sized combined aggregates in separate stockpiles.
 - 2. Maintain stockpiles so that separate aggregate sizes will not be intermixed and to prevent segregation.
- C. Heating:
 - 1. Heat the asphalt cement at the mixing plant to viscosity at which it can be uniformly distributed throughout mixture.
 - 2. Use lowest possible temperature to suit temperature-viscosity characteristics of asphalt.
 - 3. Do not exceed 350° F.
- D. Aggregate:
 - 1. Heat-dry aggregates to reduce moisture content to not more than 2.0 percent.
 - 2. Deliver dry aggregate to mixer at recommended temperature to suit penetration grade and viscosity characteristics of asphalt cement, ambient temperature, and workability of mixture.
 - 3. Accurately weigh or measure dry aggregates and weigh or meter asphalt cement to comply with job-mix formula requirements.
- E. Mix aggregate and asphalt cement to achieve 90-95 percent of coated particles for base mixtures and 85-90 percent of coated particles for surface mixture, when tested in accordance with ASTM D 2489.
- F. Transporting:
 - 1. Transport asphalt concrete mixtures from mixing site in trucks having tight, clean compartments.
 - 2. Coat hauling compartments with a lime/water mixture to prevent asphalt concrete mixture from sticking.
 - 3. Elevate and drain compartment of excess solution before loading mix.
 - 4. Provide covers over asphalt concrete mixture when transporting to protect from weather and to prevent loss of heat.
 - 5. During periods of cold weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

3.3 EQUIPMENT

- A. Provide size and quantity of equipment to complete the work specified within project time schedule.
- B. Bituminous Pavers: Self-propelled that spread hot asphalt concrete mixtures without tearing, shoving or gouging surfaces, and control pavement edges to true lines without use of stationary forms.

- C. Rolling Equipment:
 - 1. Self-propelled, steel-wheeled and pneumatic-tired rollers that can reverse direction without backlash.
 - 2. Other type rollers may be used if acceptable to the Engineer.
- D. Hand Tools: Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

3.4 PLACEMENT

- A. Place asphalt concrete mixture on prepared surface, spread and strike-off using paving machine.
- B. Spread mixture at a minimum temperature of 225 °F.
- C. Inaccessible and small areas may be placed by hand.
- D. Place each course at thickness so that when compacted it will conform to the indicated grade, cross-section, finish thickness, and density indicated.
- E. Paver Placing:
 - 1. Unless otherwise directed, begin placing along centerline of areas to be paved on crowned section, and at high side of sections on one-way slope, and in direction of traffic flow.
 - 2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
 - 3. Complete base course for a section before placing surface courses.
 - 4. Place mixture in continuous operation as practicable.
- F. Hand Placing:
 - 1. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible, as acceptable to Engineer.
 - 2. Place mixture at a rate that will insure handling and compaction before mixture becomes cooler than acceptable working temperature
- G. Joints:
 - 1. Carefully make joints between old and new pavements, or between successive days' work, to ensure a continuous bond between adjoining work.
 - 2. Construct joints to have same texture, density and smoothness as adjacent sections of asphalt concrete course.
 - 3. Clean contact surfaces free of sand, dirt, or other objectionable material and apply tack coat.
 - 4. Offset transverse joints in succeeding courses not less than 24-in.
 - 5. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
 - 6. Offset longitudinal joints in succeeding courses not less than 6-in.
 - 7. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory sections to expose an even, vertical surface for full course thickness.

3.5 COMPACTION

- A. Provide sufficient rollers to obtain the required pavement density.
- B. Begin rolling operations as soon after placing when the mixture will bear weight of roller without excessive displacement.
- C. Do not permit heavy equipment, including rollers to stand on finished surface before it has thoroughly cooled or set.
- D. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.
- F. Do not roll centers of sections first under any circumstances.
- G. Breakdown Rolling:
 - 1. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 - 2. Operate rollers as close as possible to paver without causing pavement displacement.
 - 3. Check crown, grade, and smoothness after breakdown rolling.
 - 4. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- H. Second Rolling:
 - 1. Second rolling shall be made by a traffic roller.
 - 2. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - 3. Continue second rolling until mixture has been thoroughly compacted.
- I. Finish Rolling:
 - 1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
 - 2. Continue rolling until roller marks are eliminated and course has attained specified density.
- J. Patching:
 - 1. Remove and replace defective areas.
 - 2. Cutout and fill with fresh, hot asphalt concrete.
 - 3. Compact by rolling to specified surface density and smoothness.
 - 4. Remove deficient areas for full depth of course.
 - 5. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
 - 6. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

3.6 FRAME ADJUSTMENTS (if applicable)

- A. Placing Frames:

1. Surround frames set to elevation with a ring of compacted asphalt concrete base prior to paving.
 2. Place asphalt concrete mixture up to 1-in below top of frame, slope to grade, and compact by hand tamping.
- B. Adjust frames to proper position to meet paving.
- C. If permanent covers are not in place, provide temporary covers over openings until completion of rolling operations.
- D. Set cover frames to grade, flush with surface of adjacent pavement.

3.7 MARKING ASPHALT CONCRETE PAVEMENT

- A. Cleaning:
1. Sweep surface with power broom supplemented by hand brooms to remove loose material and dirt.
 2. Do not begin marking asphalt concrete pavement until acceptable to the Engineer.
- B. Apply painting material as specified by Section 652, GDOT Std. Specifications.
1. Provide uniform straight edges.
 2. Thickness shall be as required by Sec. 652 GDOT Std. Specifications.

3.8 CLEANING AND PROTECTION

- A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials to the satisfaction of the Engineer.
- B. Protection:
1. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 6 hours.
 2. Provide barricades and warning devices as required to protect pavement.
 3. Cover openings of structures in the area of paving until permanent coverings are placed (if applicable).

3.9 EXISTING PAVING

- A. Where existing paving is shown to be re-paved, the contractor shall remove and patch any paving damaged due to construction. Patching of damaged paving shall consist of removing all broken asphalt; installing base per the detail shown on the plans or re-compacting if not damaged; installing the binder course (along with prime coat) to bring the damaged paving up to grade with the existing paving; installing the surface course over the existing paving or repaired section.

3.10 RESURFACING OF EXISTING PAVING

- A. Re-Surfacing of damaged paving shall consist of saw cutting and removing all broken asphalt; installing base per the detail shown on the plans or re-compacting if not damaged; installing the binder course (along with prime coat) to bring the damaged

paving up to grade with the existing paving. The re-surfacing of damaged paving shall be paid for per the unit price set up in the bid proposal. Only asphalt that fails due to the loads on the road associated with normal construction activity will be eligible for this pay item. Damage due to running non-road rated equipment over the asphalt will be repaired by the contractor at his own expense.

3.11 PATCHING OF PAVING

- A. Patching of existing paving where the contractor must perform work in the road with piping, electrical, or any other construction item shown on the plans will be repaired as described in paragraph 3.10 and will be at the expense of the contractor.

END OF SECTION

SECTION 32 91 13

SOIL PREPARATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparation of subsoil.
 - 2. Soil testing.
 - 3. Placing topsoil.

- B. Related Sections:
 - 1. Section 31 23 17 - Trenching: Rough grading over cut.
 - 2. Section 32 92 19 - Seeding
 - 3. Section 32 92 23 - Sodding.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Georgia D.O.T.

1.4 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Topsoil: Excavated from site and free of weeds.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify prepared soil base is ready to receive the Work of this section.

3.2 PREPARATION OF SUBSOIL

- A. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.
- C. Scarify subsoil to depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.

3.3 PLACING TOPSOIL

- A. Spread topsoil to minimum depth of 4 inches over area to be seeded. Rake until smooth.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of seeded areas in straight lines to consistent depth.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fertilizing.
2. Seeding.
3. Hydroseeding.
4. Mulching.
5. Maintenance.

B. Related Sections:

1. Section 31 23 17 - Trenching: Rough grading over cut.
2. Section 32 91 13 - Soil Preparation
3. Section 32 92 23 - Sodding.

1.2 REFERENCES

A. ASTM International:

1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

B. "Manual for Erosion and Sediment Control in Georgia" - latest edition, prepared by the Georgia Soil and Water Conservation Commission as amended in 2000.

1.3 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Contract Closeout Requirements: Requirements for submittals.

1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- C. Insure strict compliance with "Manual for Erosion and Sediment Control in Georgia" - latest edition, prepared by the Georgia Soil and Water Conservation Commission.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 61 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.8 MAINTENANCE SERVICE

- A. Section 01 77 00 – Contract Closeout Requirements: Requirements for maintenance service.
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition for two cuttings.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. Substitutions: Section 01 61 00 - Product Requirements.
- B. Seed shall be delivered to the job site in new weatherproof bags labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.
- C. Seed shall be delivered to the job site in new weatherproof bags labeled in accordance with the U.S. Department of Agriculture Federal Seed Act.

2.2 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

- B. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passed a No. 10-mesh sieve and not less than 50% passes a No. 40-mesh sieve. Provide lime in the form of dolomitic limestone meeting the specified requirements..
- C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Commercial fertilizer shall be Grade 4-12-12, 6-12-12 or 5-10-15 ready-mixed material. Container bags shall have the name and address of the manufacturer, the brand name, net weight, and chemical composition. Fertilizer proportions used should be those necessary to correct any deficiencies of topsoil to the following proportions: Nitrogen - 5 percent, Phosphoric Acid - 10 percent, Soluble Potash - 10 percent.
- F. Stakes: Softwood lumber, chisel pointed.
- G. String: Inorganic fiber.

2.3 SOURCE QUALITY CONTROL

- A. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- B. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- C. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify prepared soil base is ready to receive the Work of this section.

3.2 FERTILIZING

- A. Apply lime at application rate of 2000 lbs/ac. Work lime into top 6 inches of soil.
- B. Apply fertilizer at application rate of 1800 lbs/ac.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine used to apply seed.

- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.3 SEEDING

- A. Apply seed at a rate shown on drawings, evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: As shown on drawings.
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- F. Immediately following seeding and compacting, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.4 HYDROSEEDING

- A. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at rate of 2000 lbs/acre evenly in one pass.
- B. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.

3.5 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery. Set string height to inches. Space stakes at 36 inches.
- B. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.

- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.6 MAINTENANCE

- A. Mow grass at regular intervals to maintain at maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.
- G. Immediately reseed areas showing bare spots.
- H. Repair washouts or gullies.
- I. Protect seeded areas with warning signs during maintenance period.

3.7 SCHEDULE

- A. See Plans for Areas.

END OF SECTION

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SECTION 33 11 13

PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe and fittings for public line including potable water line
2. Tapping Sleeves and Valves.
3. Valves and Fire Hydrants.
4. Bedding and cover materials.

B. Related Sections:

1. Section 03 20 00 - Concrete Reinforcing.
2. Section 03 30 00 - Cast-In-Place Concrete: Concrete for thrust restraints.
3. Section 31 05 13 - Soils for Earthwork: Soils for backfill in trenches.
4. Section 31 05 16 - Aggregates for Earthwork: Aggregate for backfill in trenches.
5. Section 31 23 17 - Trenching: Execution requirements for trenching required by this section.
6. Section 31 23 23 - Fill: Requirements for backfill to be placed by this section.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. American Society of Mechanical Engineers:

1. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.

C. ASTM International:

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength.
4. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
5. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
6. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

7. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
8. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
9. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

D. American Water Works Association:

1. AWWA C104 - ANSI Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C110 - ANSI Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (76 mm Through 1,219 mm), for Water.
3. AWWA C111 - ANSI Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C115 - ANSI Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
5. AWWA C151 - ANSI Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
6. AWWA C153 - ANSI Standard for Ductile-Iron Compact Fittings for Water Service.
7. AWWA C203 - Coal-Tar Protective Coatings and Linings for Steel Water Pipelines - Enamel and Tape - Hot Applied.
8. AWWA C205 - Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 In. and Larger - Shop Applied.
9. AWWA C207 - Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In. (100 mm Through 3,600 mm).
10. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
11. AWWA C213 - Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
12. AWWA C300 - Reinforced Concrete Pressure Pipe, Steel-Cylinder Type.
13. AWWA C301 - Prestressed Concrete Pressure Pipe, Steel-Cylinder Type.
14. AWWA C500 - Gate Valves for Water and Sewage Systems.
15. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
16. AWWA C606 - Grooved and Shouldered Joints.
17. AWWA C700 - Cold-Water Meters - Displacement Type, Bronze Main Case.
18. AWWA C701 - Cold-Water Meters - Turbine Type, for Customer Service.
19. AWWA C702 - Cold-Water Meters - Compound Type.
20. AWWA C706 - Direct-Reading, Remote-Registration Systems for Cold-Water Meters.
21. AWWA M6 - Water Meters - Selection, Installation, Testing, and Maintenance.

E. Manufacturer's Standardization Society of the Valve and Fittings Industry:

1. MSS SP-60 - Connecting Flange Joint between Tapping Sleeves and Tapping Valves.

- F. National Fire Protection Agency:
 - 1. NFPA 24 - Standard for the Installation of Private Fire Service Mains and Their Appurtenances.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate piping layout, including piping specialties.
- C. Product Data: Submit data on pipe materials, pipe fittings, valves and accessories.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- E. Pre-Construction Photographs:
 - 1. Submit 3 copies of 5 x 7 inch colored photographs and electronic copies of work areas and material storage areas.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Contract Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

- A. Valves: Mark valve body with manufacturer's name and pressure rating.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 61 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Deliver and store valves in shipping containers with labeling in place.
- C. Block individual and stockpiled pipe lengths to prevent moving.
- D. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- E. Store polyethylene materials out of sunlight.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 WATER PIPING

- A. Furnish materials in accordance with Fayette County standards.
- B. Ductile Iron Pipe: AWWA C151. Bituminous outside coating: AWWA C151. Pipe Mortar Lining: AWWA C104, double thickness. Polyethylene Encasement: AWWA C105.
 - 1. Pipe Class: AWWA C151, for nominal thickness, rated water working pressure and maximum depth of cover.
 - 2. Fittings: Ductile iron, AWWA C110. Compact fittings AWWA C153.
 - a. Coating and Lining:
 - 1) Bituminous Coating: AWWA C110.
 - 2) Cement Mortar Lining: AWWA C104, double thickness.
 - 3. Joints:
 - a. Mechanical and Push-On Joints: AWWA C111.
 - b. Restrained Joints: AWWA C111
 - c. Flanged Joints: AWWA C115.
 - 4. Jackets: AWWA C105 polyethylene jacket double layer, half lapped, 10 mil polyethylene tape.

2.2 TAPPING SLEEVES AND VALVES

- A. Tapping Sleeves:
 - 1. Furnish materials in accordance with Fayette County standards.
- B. Tapping Valves:
 - 1. Furnish materials in accordance Fayette County standards.

2.3 VALVES AND FIRE HYDRANTS

- A. Valves: Conform to Fayette County standards.
- B. Fire Hydrants: Conform to Fayette County standards.

2.4 CONCRETE ENCASEMENT AND CRADLES

- A. Concrete: Conforming to Section 03 30 00, 3,000 psi 28 day concrete, rough troweled finish.
- B. Concrete Reinforcement: Conform to Section 03 20 00.

2.5 BEDDING AND COVER MATERIALS

- A. Bedding: Fill Type A1 as specified in Section 31 05 16.
- B. Soil Backfill from Above Pipe to Finish Grade: Soil Type S2, as specified in Section 31 05 13. Subsoil with no rocks over 6 inches in diameter, frozen earth or foreign matter.

2.6 ACCESSORIES

- A. Concrete for Thrust Restraints: Conform to Section 03 30 00; 3,000 psi 28 day concrete, rough troweled finish.
- B. Manhole and Cover: Conform to Section 33 05 14.
- C. Steel rods, bolt, lugs and brackets: ASTM A36/A36M or ASTM A307 Grade A carbon steel.
- D. Protective Coating: Bituminous coating.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 77 00 - Contract Closeout Requirements: Requirements for installation examination.
- B. Verify existing utility water main size, location, and invert are as indicated on Drawings.

3.2 PREPARATION

- A. Section 01 77 00 - Contract Closeout Requirements: Requirements for installation preparation.
- B. Pre-Construction Site Photos:
 - 1. Take photographs along centerline of proposed pipe trench; minimum one photograph for each 50 feet of pipe trench.
 - 2. Show mail boxes, curbing, lawns, driveways, signs, culverts, and other existing site features.
 - 3. Include project description, date taken and sequential number on back of each photograph.
- C. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs. Use only equipment specifically designed for pipe cutting. The use of chisels or hand saws will not be permitted. Grind edges smooth with beveled end for push-on connections.
- D. Remove scale and dirt on inside and outside before assembly.
- E. Prepare pipe connections to equipment with flanges or unions.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 31 23 17 for Work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated on Drawings.

- B. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- C. Provide sheeting and shoring in accordance with Section 31 23 17.

3.4 INSTALLATION - PIPE

- A. Install pipe in accordance with AWWA C600.
- B. Handle and assemble pipe in accordance with manufacturer's instructions and as indicated on Drawings.
- C. Steel Rods, Bolt, Lugs, and Brackets: Coat buried steel with one coat of coal tar coating before backfilling.
- D. Maintain 10 ft horizontal separation of water main from sewer piping.
- E. Install ductile iron piping and fittings to AWWA C600.

3.5 INSTALLATION - VALVES AND HYDRANTS

- A. Install valves in accordance with Fayette County standards.
- B. Install hydrants in accordance with Fayette County standards.

3.6 INSTALLATION - TAPPING SLEEVES AND VALVES

- A. Install tapping sleeves and valves in accordance with manufacturer's instructions.

3.7 POLYETHYLENE ENCASEMENT

- A. Encase piping in polyethylene where indicated on to prevent contact with surrounding backfill material if located within 10 feet of metallic gas main.
- B. Install in accordance with AWWA C105.
- C. Terminate encasement 3 to 6 inches above ground where pipe is exposed.

3.8 INSTALLATION - METERS

- 1. Install Work in accordance with Fayette County standards.

3.9 THRUST RESTRAINT

- A. Provide valves, tees, bends, caps, and plugs with concrete thrust blocks. Pour concrete thrust blocks against undisturbed earth. Locate thrust blocks at each elbow or change of pipe direction to resist resultant force and so pipe and fitting joints will be accessible for repair.

- B. Install tie rods, clamps, set screw retainer glands, or restrained joints. Protect metal restrained joint components against corrosion by applying a bituminous coating, or by concrete mortar encasement of metal area. Do not encase pipe and fitting joints to flanges.
- C. Install thrust blocks, tie rods, and joint restraint at dead ends of water main.

3.10 SERVICE CONNECTIONS

- A. Install service connections in accordance with Fayette County standards.

3.11 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with Section 31 23 17.
- B. Maintain optimum moisture content of bedding material to attain required compaction density.

3.12 DISINFECTION OF POTABLE WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance local regulations.

3.13 FIELD QUALITY CONTROL

- A. Pressure test system in accordance with AWWA C600 and the following:
 1. Test Pressure: Not less than 200 psi or 50 psi in excess of maximum static pressure, whichever is greater.
 2. Conduct hydrostatic test for at least two-hour duration.
 3. Fill section to be tested with water slowly, expel air from piping at high points. Install corporation cocks at high points. Close air vents and corporation cocks after air is expelled. Raise pressure to specified test pressure.
 4. Observe joints, fittings and valves under test. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage. Retest.
 5. Correct visible deficiencies and continue testing at same test pressure for additional 2 hours to determine leakage rate. Maintain pressure within plus or minus 5.0 psig of test pressure. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
 6. Compute maximum allowable leakage by the following formula:

$L = (SD\sqrt{P})/C$
L = testing allowance, in gallons per hour
S = length of pipe tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure during hydrostatic test, in psig
C = 148,000
When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

7. When test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections and retest until leakage is within allowable limits. Correct visible leaks regardless of quantity of leakage.

END OF SECTION

SECTION 33 42 14
PUBLIC PIPE CULVERTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe culverts.
 - 2. Accessories.
 - 3. Underground pipe markers.
 - 4. Drainage structures.
 - 5. Bedding and cover materials.
 - 6. Pipe supports and anchoring.
 - 7. Pile support systems.
 - 8. Concrete encasement and cradles.
 - 9. Slope protection at pipe end.

- B. Related Sections:
 - 1. Section 03 10 00 - Concrete Forming and Accessories.
 - 2. Section 03 20 00 - Concrete Reinforcing.
 - 3. Section 03 30 00 - Cast-In-Place Concrete.
 - 4. Section 31 05 16 - Aggregates for Earthwork.
 - 5. Section 31 23 17 - Trenching
 - 6. Section 31 25 13 - Erosion Controls.
 - 7. Section 31 37 00 - Riprap.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M36/M36M - Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains.
 - 2. AASHTO M86 - Concrete, Sewer, Storm Drain, and Culvert Pipe.
 - 3. AASHTO M170 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
 - 4. AASHTO M196/M196M - Corrugated Aluminum Pipe for Sewers and Drains.
 - 5. AASHTO M198 - Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets.
 - 6. AASHTO M206 - Reinforced Concrete Arch Culvert Storm Drain, and Sewer Pipe.
 - 7. AASHTO M207 - Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe.
 - 8. AASHTO M252 - Corrugated Polyethylene Drainage Tubing.
 - 9. AASHTO M259 - Precast Concrete Box Sections for Culverts, Storm Drains, and Sewers.
 - 10. AASHTO M273 - Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers with Less than 2 ft of Cover Subject to Highway Loadings.
 - 11. AASHTO M278 - Class PS 50 Polyvinyl Chloride (PVC) Pipe.

12. AASHTO M288 - Geotextiles.
13. AASHTO M294 - Specification for Corrugated Polyethylene Pipe, 305- to 915-mm (12- to 36-in.) Diameter.
14. AASHTO M304M - Standard Specification for Poly (Vinyl Chloride) (PVC) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter.
15. AASHTO T99 - Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 in.) Drop.
16. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
2. ASTM A760/A760M - Standard Specification for Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains.
3. ASTM B745/745M - Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains.
4. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
5. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
6. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
7. ASTM C506 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
8. ASTM C507 - Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
9. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
10. ASTM C1433 - Standard Specification for Precast Reinforced Concrete Box Section for Culverts, Storm Drains, and Sewers.
11. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
12. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
13. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on pipe, fittings and accessories.
- C. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 77 00 - Contract Closeout Requirements: Requirements for submittals.
- B. Project Record Documents:
 - 1. Accurately record actual locations of pipe runs, connections, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- C. Operation and Maintenance Data: Procedures for submittals.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with Public Work's standard.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene one week prior to commencing Work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Block individual and stockpiled pipe lengths to prevent moving.
- B. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- C. Do not place pipe flat on ground. Cradle to prevent point stress.
- D. Store UV sensitive materials out of direct sunlight.

1.9 COORDINATION

- A. Coordinate the Work with termination of storm sewer, trenching, connection to public storm sewer.
- B. Coordinate unrecorded or variations in site conditions, and corresponding adjustments to construction requirements.

PART 2 PRODUCTS

2.1 PIPE CULVERT

- A. Reinforced Circular Concrete Pipe: ASTM C76, Class III with Wall Type B or C; mesh reinforcement.

1. Furnish materials in accordance with GDOT standards.
2. Bell and spigot joints: ASTM C443, rubber compression gasket joint.
3. Shape: Circular with nominal diameter as indicated on Drawings.

B. Reinforced Non-Circular Concrete Pipe: ASTM C506, Class A-III

1. Furnish materials in accordance with GDOT standards.
2. Joints: ASTM C506.
3. Shape: As indicated on Drawings.

C. Precast Concrete Box Sections: ASTM C1433, Class A-III

1. Furnish Materials in accordance with GDOT standards.
2. Joints: ASTM C1433.
3. Shape: As indicated on Drawings

2.2 ACCESSORIES

A. Fill at Pipe Ends: Riprap as specified in Section 31 37 00

B. Concrete Apron at Pipe Ends: Concrete fill as specified in Section 03 30 00

2.3 DRAINAGE STRUCTURES

A. Drainage Structures: Precast concrete or Cast-In-Place concrete as specified in Section 33 05 14.

1. Concrete Headwalls: Size as specified on Drawings.

2.4 BEDDING AND COVER MATERIALS

A. Bedding: For areas prone to wet conditions:

1. No. 57 stone as specified in Section 31 05 16

B. Bedding: For areas prone to standard dry conditions:

1. Select Fill as specified in Section 31 05 13.

C. Cover: Select Fill as specified in Section 31 05 13.

2.5 CONCRETE ENCASEMENT AND CRADLES

A. Concrete: Conforming to Section 03 30 00, 3,000psi 28 day concrete, rough troweled finish.

B. Concrete Reinforcement: Conform to Section 03 20 00.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings. Notify Engineer of discrepancies.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fine aggregate.
- B. Remove large stones or other hard or organic matter capable of damaging piping or impeding consistent backfilling or compacting.

3.3 EXCAVATION AND BEDDING

- A. Excavate culvert trench to 1/6th the outside diameter below pipe invert, or 1/6th the height of box culvert below pipe invert, in accordance with Section 31 23 17 for work of this Section.
- B. Hand trim excavation for accurate placement of pipe to elevations indicated.
- C. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches compacted depth, compact to 95 percent modified proctor.

3.4 INSTALLATION - PIPE

- A. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
- B. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope. Cradle bottom 20 percent of pipe diameter to avoid point load.
- C. Refer to Section 31 23 17 for backfilling and compacting requirements. Do not displace or damage pipe when compacting.

3.5 ERECTION TOLERANCES

- A. Lay pipe to alignment and slope gradients noted on Drawings; with maximum variation from indicated slope of 1/8 inch in 10 feet.
- B. Maximum Variation From Intended Elevation of Culvert Invert: 1/2 inch.
- C. Maximum Offset of Pipe From Indicated Alignment: 1 inch.
- D. Maximum Variation in Slope of Pipe: 0.01 percent.

3.6 FIELD QUALITY CONTROL

- A. Request inspection prior to and immediately after placing aggregate cover over pipe.
- B. Compaction Testing: In accordance with ASTM D698.
- C. Section 31 23 17 Trenching: Compaction testing requirements.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 77 00 - Contract Closeout Requirements: Protecting installed construction.
- B. Protect pipe and bedding from damage or displacement until backfilling operation is complete.

END OF SECTION

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