

CITY OF GREENVILLE, NORTH CAROLINA



PROJECT MANUAL
FOR
CEDAR LANE
DRAINAGE IMPROVEMENTS

November 2022

100% DESIGN
VOLUME 1 OF 1

**PROJECT MANUAL
FOR
CEDAR LANE
DRAINAGE IMPROVEMENTS**

November 2022

Professional Engineer Certifications

Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly licensed professional engineer under the laws of the State of North Carolina. License No. 038641 Expiration Date: 12-31-2022



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City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

ADVERTISEMENT FOR BIDS

**City of Greenville
Greenville, North Carolina
Cedar Lane Drainage Improvements**

General Notice

City of Greenville (Owner) is requesting Bids for the construction of the following Project:

**Cedar Lane Drainage Improvements
Hazen and Sawyer Project Number: 31187-003**

Bids for the construction of the Project will be received at the **City of Greenville** located at **1500 Beatty Street, Greenville, NC 27834**, until **Tuesday, December 13th at 2:00 PM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

The Cedar Lane Drainage Improvements project includes replacing and upsizing the existing undersized stormwater network to meet City of Greenville Standards, replacing asbestos cement water line with ductile iron water line, and removing and replacing existing sidewalk and roadway within the limits of disturbance. Traffic control and erosion control are also included within the scope of this project.

Bids are requested for the following Contract: **Cedar Lane Drainage Improvements**

The Project has an expected duration of **60** days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project may be obtained by contacting the following email address and requesting a digital copy of the Contract Documents:

mjones@hazenandsawyer.com

To ensure that all Prospective Bidders are kept up to date on any Addenda, changes, or information notices, please send an email to: mjones@hazenandsawyer.com, indicating your intention to prepare a Bid for the Project, even if Bidding Documents are obtained from a source other than the designated email distribution in either electronic or paper format. Failure to complete this step may render your Bid as non-responsive. Registered Prospective Bidders will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated email address. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated email address.

The Issuing Office for the Bidding Documents is:

**Hazen and Sawyer
4011 Westchase Blvd., Suite 500
Raleigh, NC 27607**

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

Pre-bid Conference.

A pre-bid conference for the Project will be held on **Tuesday, Nov. 29th at 10:00 AM at City of Greenville Public Works, 1500 Beatty Street, Greenville, NC 27834.** Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Greenville**
By: **Lisa Kirby**
Title: **Director of Engineering**
Date: **November 18th, 2022**

SECTION 00 31 00
AVAILABLE PROJECT INFORMATION

PART 1 – GENERAL

1.01 SUMMARY

- A. Document Includes information available for bidders:
 - 1. Subsurface investigation report
 - 2. Subsurface utility engineering report

1.02 SUBSURFACE INVESTIGATION REPORT

- A. A copy of the geotechnical report is included with this document, titled Report of Subsurface Exploration and Preliminary Geotechnical Engineering Evaluation for Cedar Stream Site, dated February 20, 2020, and prepared by Froehling & Robertson, Inc.
- B. This report identifies properties of below grade conditions and offers recommendations for structural fill placement and compaction, prepared primarily for use of Engineer.
- C. Recommendations described are not requirements of this Contract, unless specifically referenced in Contract Documents.
- D. This report, by its nature, cannot reveal all conditions existing on the site. Should subsurface conditions be found to vary substantially from this report, changes in design and construction of structural fill placement will be made with resulting credits or expenditures to Contract Price/Sum accruing to Owner.

1.03 SUBSURFACE UTILITY REPORT

- A. A copy of the subsurface utility test hole report is included with this document, titled Vacuum Excavation Test Hole Report, dated December 18, 2019, and prepared by GEL Solutions, LLC.
- B. This report identifies the location (depth) and properties (size and material) of below grade utilities at select locations.
- C. This report, by its nature, cannot reveal all utility conditions existing on the site. Should subsurface utilities be found to vary substantially from this report, changes in design and construction will be made with resulting credits or expenditures to Contract Price/Sum accruing to Owner.

END OF SECTION



Report of Subsurface Exploration and Preliminary Geotechnical Engineering Evaluation

CEDAR STREAM SITE
Greenville, North Carolina
F&R Project No. 66X-0368

Prepared For:

Hazen and Sawyer
4011 Westchase Boulevard, Suite 500
Raleigh, North Carolina 27607

Prepared By:

Froehling & Robertson, Inc.
310 Hubert Street
Raleigh, North Carolina 27603

February 20, 2020



FROEHLING & ROBERTSON, INC.

Engineering Stability Since 1881

310 Hubert Street
Raleigh, North Carolina 27603-2302
T 919.828.3441 | F 919.828.5751
NC Engineering License # F-0266

February 20, 2020

Travis Crissman
Senior Associate
Hazen and Sawyer
4011 Westchase Boulevard, Suite 500
Raleigh, North Carolina 27607

**Subject: Report of Subsurface Exploration &
Preliminary Geotechnical Engineering Evaluation**
Cedar Stream Site
Greenville, North Carolina
F&R Project No. 66X-0368

Dear Mr. Crissman:

Froehling & Robertson, Inc. (F&R) has completed the authorized subsurface exploration and preliminary geotechnical engineering evaluation for the above-referenced project in Greenville, North Carolina. Our services were performed in general accordance with F&R's Proposal No. 1966-00980 Revision 1 dated October 1, 2019. The attached report presents our understanding of the project, reviews our exploration procedures, describes existing site and subsurface conditions, and presents our geotechnical evaluations and recommendations for design and construction of the project.

We have enjoyed working with you on this project, and we are prepared to assist you with the recommended quality assurance observation and testing services during construction. Please contact us if you have any questions regarding this report or if we may be of further service.

Sincerely,
FROEHLING & ROBERTSON, INC.

Mohammad Kayser, Ph.D., P.E.
Geotechnical Engineer



Michael S. Sabodish Feb 20 2020 3:00 PM

DocuSign

Michael S. Sabodish, Ph.D., P.E.
Geotechnical Services Manager



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1.0 PURPOSE & SCOPE OF SERVICES

The purpose of the subsurface exploration and geotechnical engineering evaluation was to explore the subsurface conditions in the areas of the proposed sewer line and to provide geotechnical engineering recommendations that can be used during the design and construction phases of the project.

F&R's scope of services included the following:

- Completion of two (2) Standard Penetration Test (SPT) borings (B-1 and B-2) to depths ranging from 10 to 20 feet below the existing ground surface;
- Preparation of typed boring logs, and development of a subsurface profile;
- Performing geotechnical laboratory testing on representative soil samples;
- Performing a geotechnical engineering evaluation of the subsurface conditions with regard to their suitability for the proposed construction; and
- Preparation of this report by professional engineers.

2.0 PROJECT INFORMATION

The Cedar Stream Site is located on the southeast side of Greenville, North Carolina (See Figure No. 1 – Site Vicinity Map). Sewer line replacement has been proposed at two locations at this site, the first site is located at the southwest corner of the Jaycee Park baseball field and the other site is located approximately 200 feet northeast from the intersection of Golden Road and Cedar Lane (See Figure No. 2 – Boring Location Plan). The site located at Jaycee Park is situated in a relatively open field. An unnamed stream is located on the west side of the site. Eastern Elementary School is located just east of the second site. The second site is located in the grassy area between Cedar Lane and the Eastern Elementary School parking lot.

We understand that the existing sewer lines will be replaced. Plans and profiles of the proposed sewer line were not available at the time of this report preparation. Based on F&R's email communication with Hazen and Sawyer, it is anticipated the sewer lines will be installed via open-cut excavation to depths ranging from 3 to 5 feet below the existing ground surface.

3.0 EXPLORATION PROCEDURES

3.1 SUBSURFACE EXPLORATION

F&R advanced two soil test borings (B-1 and B-2) at the approximate locations shown on the Boring Location Plan presented as Figure 2 in Appendix I. The borings (B-1 and B-2) were advanced to depths of 20 and 10 feet, respectively. The test boring locations were selected by Hazen and Sawyer, and established in the field by F&R making taped measurements from existing site features. Ground surface elevations at the boring locations were interpolated from Pitt



County topographic information. Given these methods of determination, the boring locations and ground surface elevations should only be considered approximate.

The soil test borings were advanced by a track-mounted drill rig using 2-1/4" inside diameter (I.D.) hollow stem augers for borehole stabilization. Representative soil samples were obtained using a standard two-inch, outside-diameter (O.D.), split-barrel sampler in general accordance with ASTM D 1586, Penetration Test and Split-Barrel Sampling of Soils (Standard Penetration Test). The number of blows required to drive the split-barrel sampler three, consecutive 6-inch increments with an automatic hammer is recorded, and the blows of the last two 6-inch increments are added to obtain the Standard Penetration Test (SPT) N-value representing the penetration resistance of the soil. Five (5) SPT samples were collected in the top 10 feet and then at a nominal interval of 5 feet thereafter.

A representative portion of soil was obtained from each SPT sample, sealed in a glass jar, labeled, and transported to our laboratory for classification and analysis by a geotechnical engineer. The soil samples were classified in general accordance with the Unified Soil Classification System (USCS), using visual-manual identification procedures (ASTM D2488). A boring log for each test boring is presented in Appendix II.

Groundwater level measurements were attempted at the termination of drilling in both of the borings. After a stabilization period of approximately 24 hours, groundwater levels were recorded in the borings again. A temporary groundwater observation well was installed in boring B-1 to record stabilized groundwater. The temporary observation well consisted of 1-inch diameter, hand-slotted PVC pipe installed into the completed boring.

3.2 LABORATORY TESTING

F&R selected two representative soil samples and subjected them to geotechnical index testing consisting of natural moisture content, percent fines analysis, and Atterberg Limits determinations. The purpose of the index testing was to aid in our classification of the soil samples and development of engineering recommendations. The laboratory testing was performed in general accordance with applicable ASTM standards. The laboratory test results are summarized below and are presented in Appendix III of this report.



4.0 REGIONAL GEOLOGY & SUBSURFACE CONDITIONS

4.1 REGIONAL GEOLOGY

The project site is located within the Coastal Plain Province of North Carolina. The Coastal Plain Province is a broad flat plain with widely spaced low rolling hills where the near surface soils have their origin from the deposition of sediments several million years ago during the period that the ocean receded from this area (and from areas that extend three to four counties to the west of the project site) to its present location along the Atlantic Coast. It is noted that the Coastal Plain soils vary in thickness from only a few feet along the western border areas of the Coastal Plain to over ten thousand feet in some areas along the coast.

According to our review of the 1985 Geologic Map of North Carolina, published by the Department of Natural Resources and Community Development, the site is located within an area mapped as Tertiary period deposits and is comprised of sedimentary deposits that appear to be located within the Yorktown and Duplin Formations. These marine sediments are indicated to have been deposited between 2 and 63 million years ago and are considered relatively young in terms of geologic age. The Yorktown Formation includes fossiliferous clay with varying amounts of fine grained sand, bluish gray, shell material commonly concentrated in lenses, mainly in the area north of the Neuse River. The Duplin Formation includes shelly, medium to coarse-grained sand, sandy marl, and limestone, bluish gray, mainly in area south of Neuse River.

4.2 SUBSURFACE CONDITIONS

4.2.1 General

The subsurface conditions discussed in the following paragraphs and those shown on the attached boring logs represent an estimate of the subsurface conditions based on an interpretation of the boring data using normally-accepted, geotechnical engineering judgments. Although individual soil test borings are representative of the subsurface conditions at the boring locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times. A subsurface profile has been prepared from the boring data to graphically illustrate the subsurface conditions encountered at the site. The subsurface profile is presented as Figure No. 3 in Appendix I. Strata breaks designated on the boring logs and subsurface profile represent approximate boundaries between soil types. The transition from one soil type to another may be gradual or occur between soil samples. This section of the report provides a general discussion of subsurface conditions encountered within explored areas of the project site. More-detailed descriptions of the subsurface conditions at the individual boring locations are presented on the Boring Logs provided in Appendix II.



4.2.2 Surficial Materials

Surficial Organic Soils were encountered in borings B-1 and B-2 from the ground surface to depths of 5 and 4 inches, respectively. The Surficial Organic Soils generally consisted of dark-colored soil material containing roots, fibrous matter, and/or other organic components, and is generally unsuitable for engineering purposes. F&R has not performed any laboratory testing to determine the organic content or other horticultural properties of the observed Surficial Organic Soil materials. Therefore, the term Surficial Organic Soil is not intended to indicate suitability for landscaping and/or other purposes. The Surficial Organic Soil depths provided in this report are based on driller observations and should be considered approximate. We note that the transition from Surficial Organic Soil to underlying materials may be gradual, and therefore the observation and measurement of the Surficial Organic Soil depths is subjective. Actual Surficial Organic Soil depths should be expected to vary.

4.2.3 Possible Fill Soils

Material that F&R believes may be fill (referred to as “possible fill” on the attached boring logs) was encountered below the surficial organic soils in the borings to a depth of approximately 2 feet. Sometimes the relatively small and disturbed sample obtained in the field is insufficient to definitively describe the origin of the subsurface material. Since man-made materials, deleterious materials or other obvious evidence of fill were not encountered in the soil samples that appeared to be earth fill, some of the materials believed to be earth fill are referred to as “possible fill”. The fill soils consisted of firm sandy silts (USCS - ML) with SPT N-values ranging from 5 to 6 blows per foot (bpf). The fill soils contained roots. SPT N-values of 5 to 8 bpf are generally indicative of fill with moderate compaction. In general, it appears that the fill was moderately compacted.

4.2.4 Coastal Plain Soils

Coastal Plain soils were encountered in the borings, below the fill soils and extended to termination depth of the borings. The Coastal Plain soils consisted of loose to medium dense silty sand (USCS - SM) and, soft to stiff low plasticity sandy silt and sandy clays (ML and CL) with SPT N-values ranging from 3 to 20 bpf.

A very loose Coastal Plain soil layer was encountered in boring B-2 at a depth of approximately 2 to 3.5 feet.



4.3 SOIL MOISTURE AND GROUNDWATER CONDITIONS

Wet to saturated soil conditions (5 to 6 percent or greater over the estimated optimum moisture content) were encountered in boring B-1 at depths of approximately 6 to 8.5 feet and then again at depths of approximately 12 to 20 feet. In boring B-2, wet soil conditions were observed at depths of approximately 2 to 3.5 feet and then again at depths of approximately 6 to 10 feet. The remaining soil samples were observed to be in a moist soil condition.

Groundwater level measurements were attempted at the termination of drilling and groundwater was encountered in borings B-1 and B-2 at depths of 13.2 and 9 feet, respectively. Groundwater level measurements were also attempted after a stabilization period of approximately 24-hours in the borings, and stabilized groundwater was encountered in B-1 and B-2 at depths of 7.4 and 7.3 feet, respectively.

It should also be noted that soil moisture and groundwater levels fluctuate depending upon seasonal factors such as precipitation and temperature. As such, soil moisture and groundwater conditions at other times may vary from those described in this report. Due to the presence of relatively impervious silty/clayey soils noted on the project site, trapped or perched water conditions should be anticipated during periods of inclement weather and during seasonally wet periods.

5.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

5.1 GENERAL

The conclusions and recommendations contained in this section of the report are based upon the results of the two (2) soil test borings performed by F&R, laboratory test results, our experience with similar projects and subsurface conditions, and the limited information provided to us regarding the proposed construction. It is our opinion that the subsurface conditions encountered at the project site are generally suitable for the proposed construction from a geotechnical engineering perspective provided the recommendations presented in subsequent sections of this report are followed throughout the design and construction phases of this project.

5.2 STRUCTURAL FILL PLACEMENT AND COMPACTION

It is expected that the low to moderate plasticity on-site cut soils (USCS - SM, SC, ML and CL) will be suitable for use as structural fill/backfill material provided they are at a moisture content suitable to achieve proper compaction and are stable during compaction and at final bearing grade. These low to moderately plastic soils are generally considered fair to good materials for use as structural earth fill.



As previously indicated, some of the cut soils could be wet. Depending upon the cut depths and site conditions at the time of construction, some soils may require moisture conditioning (*e.g.*, drying of wet soils or wetting of dry soils) prior to use as structural fill. As such, it is recommended that earthwork be performed during the summer months when the weather conditions are more conducive to moisture conditioning of fill materials.

If imported soils are determined to be necessary, F&R recommends that a qualified geotechnical engineer or engineering technician working under the direction of the geotechnical engineer approve the suitability of the imported soils prior to their delivery to the site. Imported structural fill should consist of low plasticity soil (LL<35, PI<20), have a maximum dry density of at least 100 pcf, and be free of organic and other deleterious materials.

All structural earth fill should be compacted at a moisture content within ± 3 percent of the optimum moisture content and placed in loose lifts not exceeding 8 inches. All structural earth fill should be compacted to at least 95 percent of the Standard Proctor maximum dry density as determined by ASTM D-698 and 100 percent in the top 12 inches. Structural earth fill placed in non-structural/grassy areas should be compacted to at least 92 percent of the standard Proctor maximum dry density.

All structural fill material should be placed and compacted under the full-time control and supervision of a qualified geotechnical engineer or engineering technician working under the direction of the geotechnical engineer. The placement and compaction of all fill material should be tested at frequent intervals in order to confirm that the recommended degree of compaction is achieved.

As previously stated, the on-site soils have sufficient silt/clay content to render them moisture sensitive. The on-site soils will become unstable (*i.e.*, pump and rut) during normal construction activities when in the presence of excess moisture. Soils with a moisture content greater than three percent above the optimum moisture content are generally considered to have excessive moisture. During earthwork and construction activities, surface-water runoff must be drained away from construction areas to prevent water from ponding on or saturating the soils within excavations or on subgrades.

Exposure to the environment may weaken the soils at the bearing level if excavations remain open for long periods of time. The bearing surfaces should be level or suitably-benched and free of loose soil, ponded water, and debris. If the bearing soils are softened by surface water intrusion, subsurface seepage or exposure, the softened soils should be removed from the excavation immediately prior to placement of stone, concrete, or other pipe bedding materials.



5.3 EXCAVATION

Based on the results of the soil test borings, we anticipate that difficult excavation will not likely be encountered during the open-cut excavations and the open-cut excavations can be excavated using conventional backhoes, tracked excavators, and boring machines. A majority of these soils consisted of very loose to medium dense sands and firm to stiff silts and clays.

5.4 SEWER LINE SUPPORT RECOMMENDATIONS

We understand the existing drainage pipes will be replaced with new pipes. Details related to the proposed sewer line were not available at the time of this report preparation. Based on F&R's email communication with Hazen and Sawyer, it is anticipated the invert elevation of the sewer line will be approximately 3 to 5 feet below the existing ground surface.

Based on the results of borings and provided invert elevations, it is anticipated that the sewer line subgrade will consist of loose to medium dense silty sand or firm sandy silt soils. Given the presence of very loose, wet soils, some subgrade repair will likely be required to provide a stable base for construction of the proposed sewer line. If soft/very loose or otherwise unsuitable soils are encountered at the subgrade level, undercutting and repair of the subgrades may be required and should be performed as directed by the project geotechnical engineer.

We recommend that a qualified geotechnical engineer or his representative evaluate all of the trench excavations and bearing grades prior to sewer line placement. If soft/very loose or otherwise unsuitable soils are encountered at the trench bearing level, undercutting and repair of the bearing grades may be required and should be performed as directed by the project geotechnical engineer. If softened/saturated soils or standing water are present at the trench bearing level, a layer of clean washed #57 stone may be recommended to provide a stable bedding for the pipe. The clean washed stone should be encased in geotextile fabric (Mirafi 140N or equivalent) in order to allow sump pumping out of the washed stone and help maintain lowered groundwater during pipe installation and backfilling operations.

5.5 DEWATERING

As previously mentioned, stabilized groundwater was encountered in borings B-1 and B-2 at depths of 7.4 and 7.3 feet, respectively. Based on proposed excavation depths of 3 to 5 feet, it is not expected that groundwater will be encountered during excavation. However, due to groundwater fluctuations and its location within 2 feet of proposed excavation depths we recommend that the groundwater should be lowered to a depth of at least 3 to 4 feet below the bottom of the excavation and should be lowered prior to removal of the final 3 to 4 feet of overburden. Depending upon the prevailing weather conditions during construction, pumping from sump pits may be sufficient to maintain a drained excavation. However during periods of inclement weather, sump pits and pumping may not be sufficient to control both groundwater and surface water, and more extensive drainage/dewatering measures may be required. The method of surface



water and groundwater control should be determined and designed by the contractor, but may require well points, creek diversion, coffer dams, sheet piling, or other means.

It should be noted that if groundwater levels are not effectively maintained below the base of the excavation during construction, unstable and loosened/softened subgrade conditions could develop, which may cause excessive settlements to develop beneath the completed structure or require additional subgrade repair (*e.g.*, densification, undercutting & replacement with washed stone, etc.). Therefore, efforts should be incorporated in the construction sequence to properly control groundwater levels during construction. Additionally, it is recommended that only excavation contractors experienced in similar excavations and groundwater control should be allowed to perform this work.

5.6 TEMPORARY EXCAVATION RECOMMENDATIONS

Due to the limited construction area available within and around existing roadways, we anticipate the excavations may not be able to be sufficiently sloped and will require temporary shoring. Trench boxes or internally-braced excavations are anticipated; however, the type of excavation stabilization or shoring system used should be selected and designed by the contractor.

Mass excavations and other excavations required for construction of this project should be performed in accordance with the United States Department of Labor, Occupational Safety and Health Administration (OSHA) guidelines (29 CFR 1926, Subpart P, Excavations), or other applicable jurisdictional codes for permissible temporary side-slope ratios and/or shoring requirements. The OSHA guidelines require daily inspections of excavations, adjacent areas and protective systems by a “competent person” for evidence of situations that could result in cave-ins, indications of failure of a protective system, or other hazardous conditions. All excavated soils, equipment, building supplies, etc., should be placed away from the edges of excavations at a distance equaling or exceeding the depth of the excavation. F&R cautions that the actual excavation slopes will need to be evaluated frequently each day by the “competent person” and flatter slopes or the use of shoring may be required to maintain a safe excavation depending upon excavation-specific circumstances. The contractor is responsible for providing the “competent person” and all aspects of site excavation safety. F&R can evaluate specific excavation slope situations if we are informed and requested by the owner, designer, or contractor’s “competent person”.



6.0 CONTINUATION OF SERVICES

As previously discussed, the Geotechnical Engineer of Record should be retained to monitor earthwork activities and perform construction materials testing as needed. It should be noted that the actual soil conditions at the various bearing grades will vary across this site and thus the presence of the Geotechnical Engineer and/or his representative during construction will serve to validate the subsurface conditions and recommendations presented in this report.

We recommend that F&R be employed to monitor the earthwork and utility construction, and to report that the recommendations contained in this report are completed in a satisfactory manner. Our continued involvement on the project will aid in the proper implementation of the recommendations discussed herein. The following is a recommended scope of services:

- Review of project plans and construction specifications to verify that the recommendations presented in this report have been properly interpreted and implemented;
- Observe the earthwork process to document that subsurface conditions encountered during construction are consistent with the conditions anticipated in this report;
- Observe the bearing grade conditions before installing the proposed sewer line and before placing structural fill; and
- Observe the placement and compaction of structural fill and backfill, and perform laboratory and field compaction testing of the fill.

7.0 LIMITATIONS

This report has been prepared for the exclusive use of Hazen & Sawyer and/or their agents, for specific application to the referenced project in accordance with generally-accepted soil and foundation engineering practices. No other warranty, express or implied, is made. Our evaluations and recommendations are based on design information furnished to us, the data obtained from the subsurface exploration program, and generally-accepted geotechnical engineering practices. The evaluations and recommendations do not reflect variations in subsurface conditions which could exist intermediate of the boring locations or in unexplored areas of the site. Should such variations become apparent during construction, it will be necessary to re-evaluate our recommendations based upon our on-site observations of the conditions.

There are important limitations to this and all geotechnical studies. Some of these limitations are discussed in the information prepared by GBA, which is included in Appendix IV. We ask that you please review this information.

Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions between borings will differ from those at the boring locations, that conditions are not as anticipated by the designers, or that the construction process has altered the soil conditions. Therefore,



experienced geotechnical engineers should evaluate earthwork activities to observe that the conditions anticipated in design actually exist. Otherwise, we assume no responsibility for construction compliance with the design concepts, specifications, or recommendations.

In the event that changes are made in the proposed construction, the recommendations presented in the report shall not be considered valid unless the changes are reviewed by our firm and conclusions of this report modified and/or verified in writing. If this report is copied or transmitted to a third party, it must be copied or transmitted in its entirety, including text, attachments, and enclosures. Interpretations based on only a part of this report may not be valid.



APPENDIX I

FIGURES



 Approximate Boring Location



FROEHLING & ROBERTSON, INC.

Engineering Stability Since 1881
 310 Hubert Street
 Raleigh, North Carolina 27603-2302 | USA
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 www.fandr.com

BORING LOCATION PLAN



CLIENT: Hazen & Sawyer	
PROJECT: Cedar Stream Site	
LOCATION: Greenville, North Carolina	
F&R PROJECT No.: 66X-0368	
DRAWN BY: M. Kayser, P.E.	CHECKED BY: M. S. Sabodish, P.E.
DATE: February 2020	SCALE: Not to scale

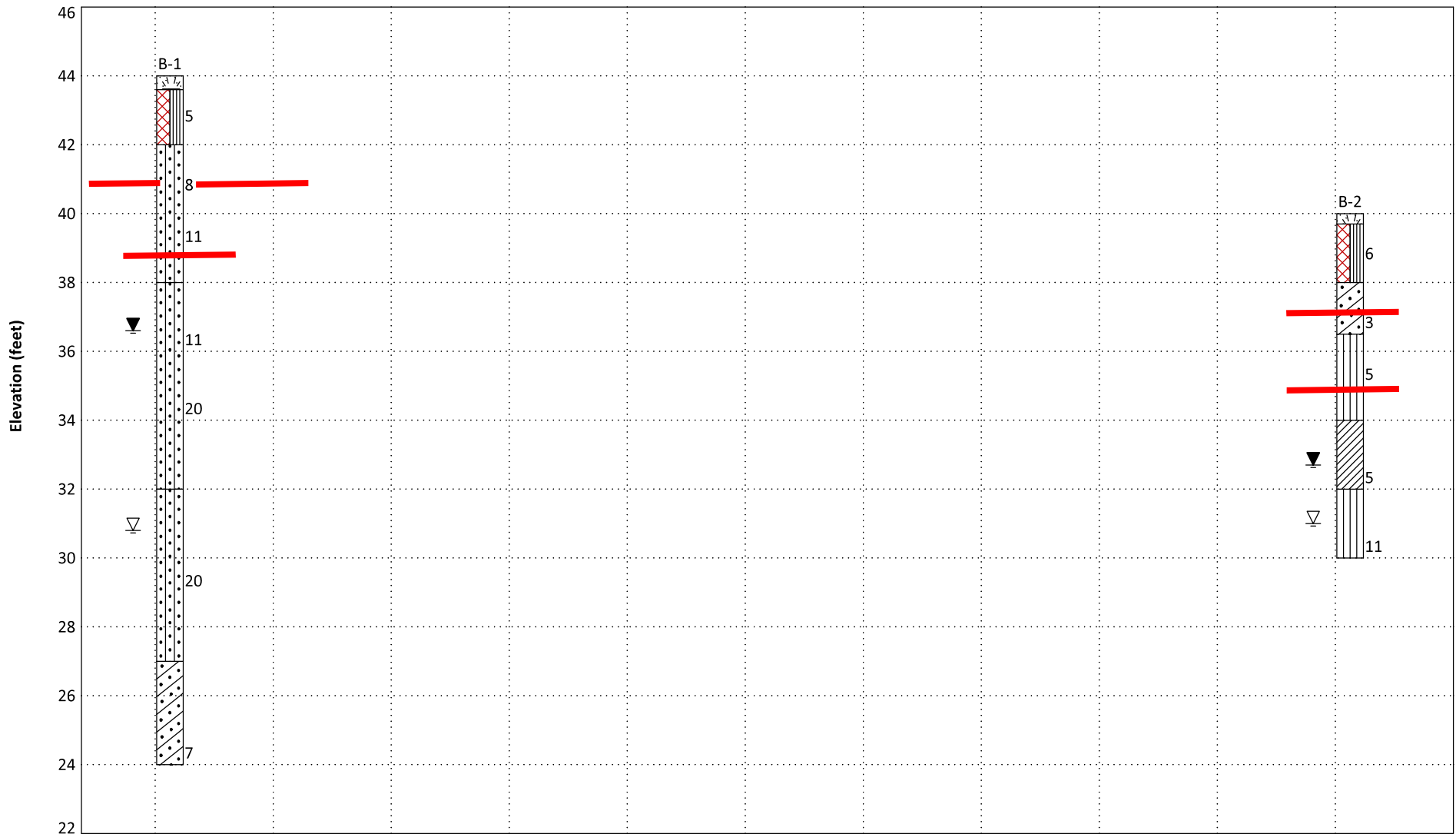
FIGURE 2
 No.:

SUBSURFACE PROFILE

Plot Based on Elevation
Profile Name: Figure No. 3

Project No: 66X-0368
Client: Hazen & Sawyer
Project: Cedar Stream Site
City/State: Greenville, NC

— Provided Approximate
 Invert Elevations





APPENDIX II

BORING LOGS

KEY TO SOIL CLASSIFICATION

Correlation of Penetration Resistance with Relative Density and Consistency

<u>Sands and Gravels</u>		<u>Silts and Clays</u>	
<u>No. of Blows, N</u>	<u>Relative Density</u>	<u>No. of Blows, N</u>	<u>Relative Density</u>
0 - 4	Very loose	0 - 2	Very soft
5 - 10	Loose	3 - 4	Soft
11 - 30	Medium dense	5 - 8	Firm
31 - 50	Dense	9 - 15	Stiff
Over 50	Very dense	16 - 30	Very stiff
		31 - 50	Hard
		Over 50	Very hard

Particle Size Identification (Unified Classification System)

Boulders:	Diameter exceeds 8 inches
Cobbles:	3 to 8 inches diameter
Gravel:	<u>Coarse</u> - 3/4 to 3 inches diameter <u>Fine</u> - 4.76 mm to 3/4 inch diameter
Sand:	<u>Coarse</u> - 2.0 mm to 4.76 mm diameter <u>Medium</u> - 0.42 mm to 2.0 mm diameter <u>Fine</u> - 0.074 mm to 0.42 mm diameter
Silt and Clay:	Less than 0.07 mm (particles cannot be seen with naked eye)

Modifiers

The modifiers provide our estimate of the amount of silt, clay or sand size particles in the soil sample.

<u>Approximate Content</u>	<u>Modifiers</u>
≤ 5%:	Trace
5% to 12%:	Slightly silty, slightly clayey, slightly sandy
12% to 30%:	Silty, clayey, sandy
30% to 50%:	Very silty, very clayey, very sandy

<u>Field Moisture Description</u>	
Saturated:	Usually liquid; very wet, usually from below the groundwater table
Wet:	Semisolid; requires drying to attain optimum moisture
Moist:	Solid; at or near optimum moisture
Dry:	Requires additional water to attain optimum moisture



UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

<i>MAJOR DIVISION</i>				<i>TYPICAL NAMES</i>
<i>GRAVELS</i> More than 50% of coarse fraction larger than No. 4 sieve	<i>CLEAN GRAVEL</i> (little or no fines)		GW	Well graded gravels
	<i>GRAVELS with fines</i>		GP	Poorly graded gravels
			GM	Silty gravels
		GC	Clayey gravels	
<i>SANDS</i> More than 50% of coarse fraction smaller than No. 4 sieve	<i>CLEAN SAND</i> (little or no fines)		SW	Well graded sands
	<i>SAND with fines</i>		SP	Poorly graded sands
			SM	Silty sands, sand/silt mixtures
		SC	Clayey sands, sand/clay mixtures	
<i>SILTS AND CLAYS</i> Liquid Limit is less than 50			ML	Inorganic silts, sandy and clayey silts with slightly plasticity
			CL	Sandy or silty clays of low to medium plasticity
			OL	Organic silts of low plasticity
<i>SILTS AND CLAYS</i> Liquid Limit is greater than 50			MH	Inorganic silts, sandy micaceous or clayey elastic silts
			CH	Inorganic clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
<i>HIGHLY ORGANIC SOILS</i>			PT	Peat and other highly organic soils
<i>MISCELLANEOUS MATERIALS</i>				PWR (Partially Weathered Rock)
				Rock
				Asphalt
				ABC Stone
				Concrete
				Surficial Organic Soil



Project No: 66X-0368
Client: Hazen & Sawyer
Project: Cedar Stream Site
City/State: Greenville, NC

Elevation: 44 ±
Total Depth: 20.0'
Boring Location: See Boring Location Plan

Drilling Method: 2.25" ID HSA
Hammer Type: Automatic
Date Drilled: 1/29/20
Driller: F&R Sturchio

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	N-Value (blows/ft)	Remarks
43.6	0.4	SURFICIAL ORGANIC SOILS	2-2-3	0.0		GROUNDWATER DATA: 0 Hr: 13.2' inside Temporary Observation Well 24 Hrs: 7.4' inside Temporary Observation Well
		POSSIBLE FILL: Firm, Gray, Moist, Fine Very Sandy SILT (ML) with Trace Roots		1.5	5	
42.0	2.0	COASTAL PLAIN: Loose to Medium Dense, Gray to Brown, Moist, Very Silty Fine SAND (SM)	2-4-4	2.0	8	
			3-5-6	3.5	11	
				5.0		
38.0	6.0	Medium Dense, Orange-Brown, Wet to Moist, Slightly Clayey Silty Fine to Medium SAND (SM)	5-5-6	6.5	11	
		Moist form 8.5'-12.0'		8.0		
			6-10-10	8.5	20	
				10.0		
				12.0		
32.0	12.0	Medium Dense, Brown, Saturated, Silty Fine to Medium SAND (SM) with Trace Fine Gravel	7-10-10	13.5	20	
				15.0		
27.0	17.0	Loose, Orange-Brown and Gray, Wet, Silty Clayey Fine to Medium SAND (SC)	5-3-4	18.5	7	
24.0	20.0	Boring Terminated at 20 feet.		20.0		

BORING LOG 66X-0368 BORING LOGS.GPJ F&R.GDT 2/18/20

*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the second and third increments of penetration is termed the standard penetration resistance, N-Value.



Project No: 66X-0368
Client: Hazen & Sawyer
Project: Cedar Stream Site
City/State: Greenville, NC

Elevation: 40 ±
Total Depth: 10.0'
Boring Location: See Boring Location Plan

Drilling Method: 2.25" ID HSA
Hammer Type: Automatic
Date Drilled: 1/29/20
Driller: F&R Sturchio

Elevation	Depth	Description of Materials (Classification)	* Sample Blows	Sample Depth (feet)	N-Value (blows/ft)	Remarks
39.7	0.3	SURFICIAL ORGANIC SOILS	2-3-3	0.0	6	GROUNDWATER DATA: 0 Hr: 9.0', Caved at 9.4' 24 Hrs: 7.3', Caved at 7.6'
		POSSIBLE FILL: Firm, Gray, Moist, Fine Very Sandy SILT (ML) with Trace Roots		1.5		
38.0	2.0	COASTAL PLAIN: Very Loose, Dark Gray, Wet, Silty Clayey Fine SAND (SC) with Trace Roots	1-1-2	2.0	3	
36.5	3.5	Firm, Gray, Moist, Fine Very Sandy SILT (ML)	WOH-2-3	3.5	5	
				5.0		
34.0	6.0	Firm, Dark Gray, Wet, Fine Very Sandy Silty CLAY (CL)	3-3-2	6.5	5	
32.0	8.0	Stiff, Dark Gray, Wet, Fine Sandy SILT (ML)		8.0	11	
			6-4-7	8.5		
30.0	10.0	Boring Terminated at 10 feet.		10.0		

BORING_LOG_66X-0368 BORING LOGS.GPJ F&R.GDT 2/18/20

*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the second and third increments of penetration is termed the standard penetration resistance, N-Value.



APPENDIX III

LABORATORY TEST RESULTS

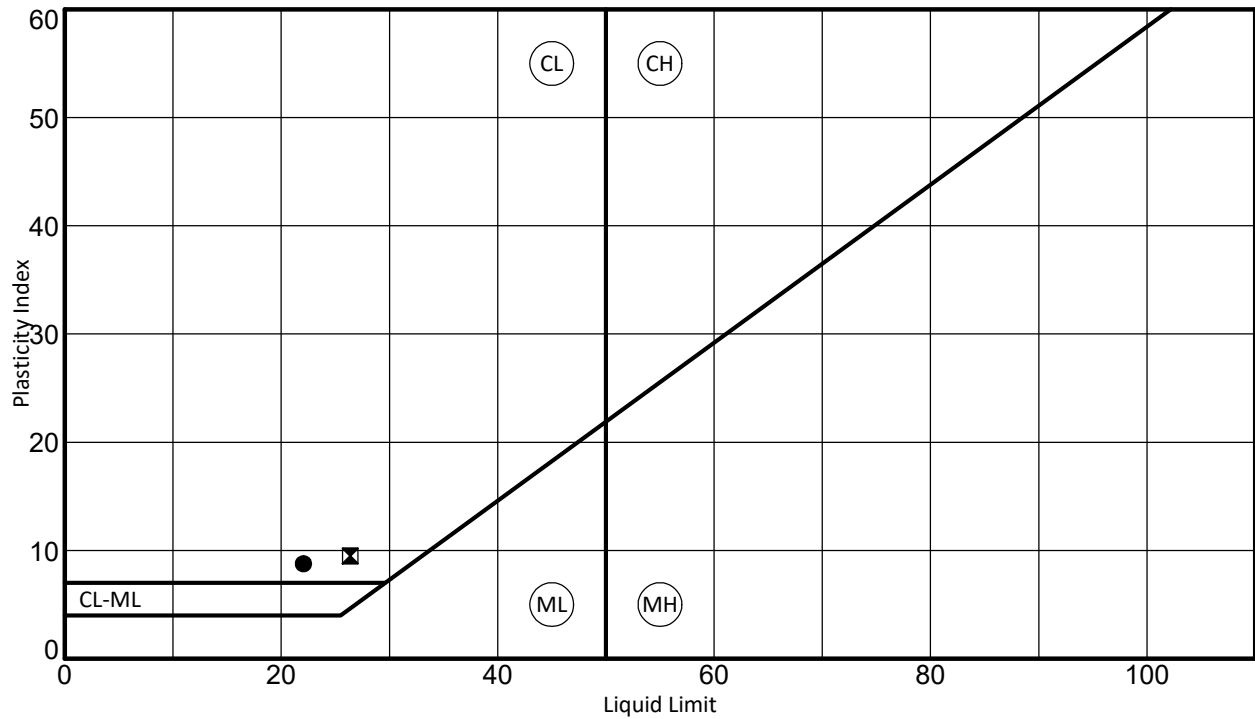


Project No: 66X-0368

Client: Hazen and Sawyer

Project: Cedar Stream Site

City/State: Greenville, North Carolina



Boring No.	Depth	LL	PL	PI	Fines	Classification	% Natural Water Content
● B-2	2.0' - 3.5'	22	13	9	41.4	CLAYEY SAND (SC)	19.8
⊠ B-2	6.5' - 8.0'	26	17	9	50.5	SANDY LEAN CLAY (CL)	29.6



APPENDIX IV
GBA DOCUMENT

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



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VACUUM EXCAVATION TEST HOLE REPORT

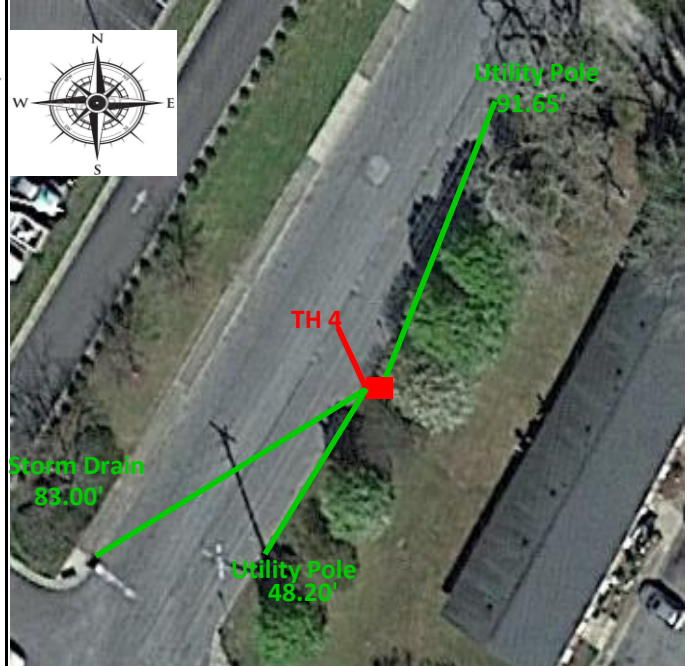
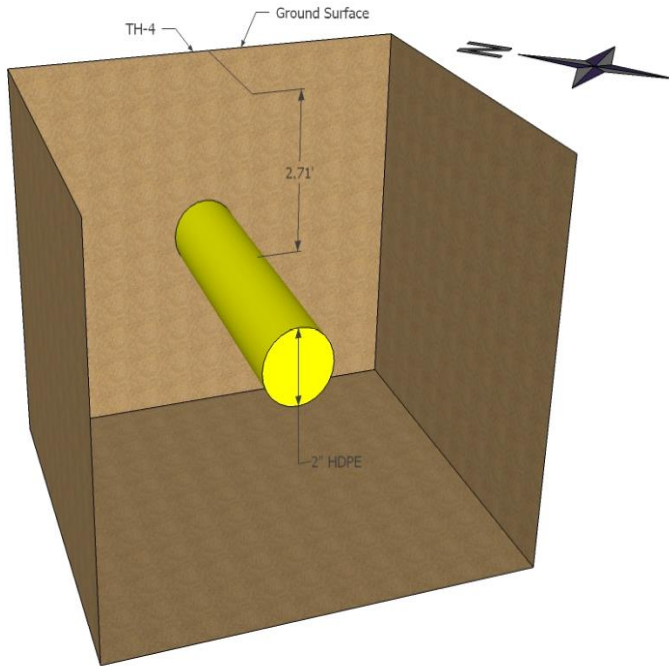
PROJECT NUMBER:	HASA00519	TEST HOLE NUMBER:	4
CLIENT NAME:	Hazen and Sawyer	SOIL TYPE:	Sandy Clay
PROJECT TITLE:	Cedar & Greenbriar Storm Water	SURFACE MATERIAL:	Soil
LOCATION:	Cedar Ln. (Greenville, NC)	PAVEMENT TYPE:	N/A
DATE:	12/18/2019	PAVEMENT THICKNESS:	N/A

UTILITY #:	1	UTILITY #:		SITE PERSONNEL:	JAV, ALV, HMT
TYPE:	Gas	TYPE:		METHOD USED:	Vacuum Excavation
SIZE:	2.25" OD ±	SIZE:		OTHER NOTES:	
MATERIAL:	HDPE	MATERIAL:			
DEPTH:	2.71'	DEPTH:			
DIRECTION:	NE	DIRECTION:			

UTILITY #:		UTILITY #:		SURVEY PROVIDED BY:	
TYPE:		TYPE:		SURVEY COORDINATES:	
SIZE:		SIZE:		ELEVATION:	
MATERIAL:		MATERIAL:		NORTH:	
DEPTH:		DEPTH:		EAST:	
DIRECTION:		DIRECTION:			

Notes: All measurements obtained from top/center of associated utility unless otherwise noted.

Test Hole Location Map



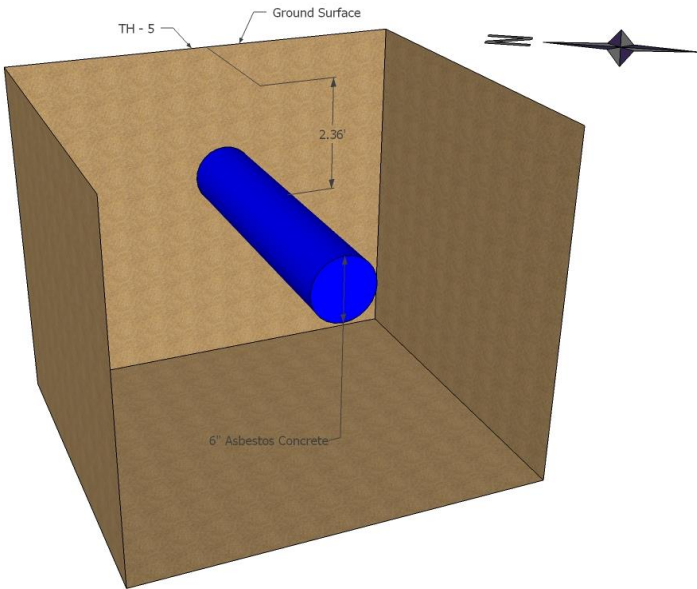
VACUUM EXCAVATION TEST HOLE REPORT

PROJECT NUMBER:	HASA00519	TEST HOLE NUMBER:	5
CLIENT NAME:	Hazen and Sawyer	SOIL TYPE:	Sandy Clay
PROJECT TITLE:	Cedar & Greenbriar Storm Water	SURFACE MATERIAL:	Pavement
LOCATION:	Cedar Ln. (Greenville, NC)	PAVEMENT TYPE:	Asphalt
DATE:	12/18/2019	PAVEMENT THICKNESS:	0.40'

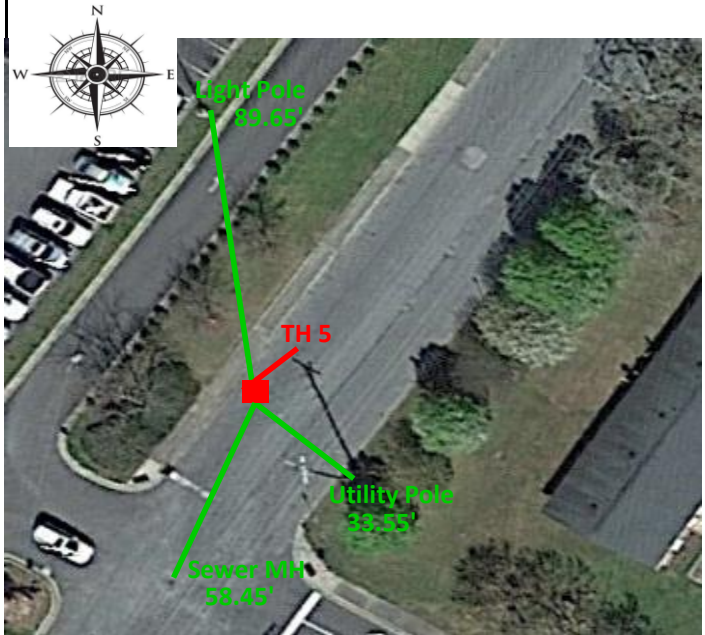
UTILITY #:	1	UTILITY #:		SITE PERSONNEL:	JAV, ALV, HMT
TYPE:	Water	TYPE:		METHOD USED:	Vacuum Excavation
SIZE:	7" OD ±	SIZE:		OTHER NOTES:	
MATERIAL:	AC	MATERIAL:			
DEPTH:	2.36'	DEPTH:			
DIRECTION:	NE	DIRECTION:			

UTILITY #:		UTILITY #:		SURVEY PROVIDED BY:	
TYPE:		TYPE:		SURVEY COORDINATES:	
SIZE:		SIZE:		ELEVATION:	
MATERIAL:		MATERIAL:		NORTH:	
DEPTH:		DEPTH:		EAST:	
DIRECTION:		DIRECTION:			

Notes: All measurements obtained from top/center of associated utility unless otherwise noted.



Test Hole Location Map



VACUUM EXCAVATION TEST HOLE REPORT

PROJECT NUMBER:	HASA00519	TEST HOLE NUMBER:	6
CLIENT NAME:	Hazen and Sawyer	SOIL TYPE:	Sandy Clay
PROJECT TITLE:	Cedar & Greenbriar Storm Water	SURFACE MATERIAL:	Pavement
LOCATION:	Cedar Ln. (Greenville, NC)	PAVEMENT TYPE:	Asphalt
DATE:	12/18/2019	PAVEMENT THICKNESS:	0.40'

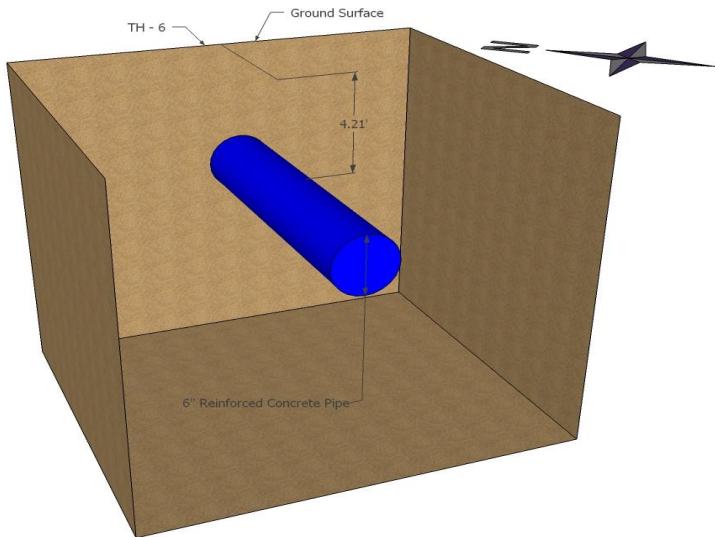
UTILITY #:	1	UTILITY #:	
TYPE:	Water	TYPE:	
SIZE:	7" OD ±	SIZE:	
MATERIAL:	RCP	MATERIAL:	
DEPTH:	4.21'	DEPTH:	
DIRECTION:	NE	DIRECTION:	

SITE PERSONNEL: JAV, ALV, HMT
 METHOD USED: Vacuum Excavation
 OTHER NOTES:

UTILITY #:		SURVEY PROVIDED BY:	
TYPE:		SURVEY COORDINATES:	
SIZE:		ELEVATION:	
MATERIAL:		NORTH:	
DEPTH:		EAST:	
DIRECTION:			

Notes: All measurements obtained from top/center of associated utility unless otherwise noted.

Test Hole Location Map



VACUUM EXCAVATION TEST HOLE REPORT

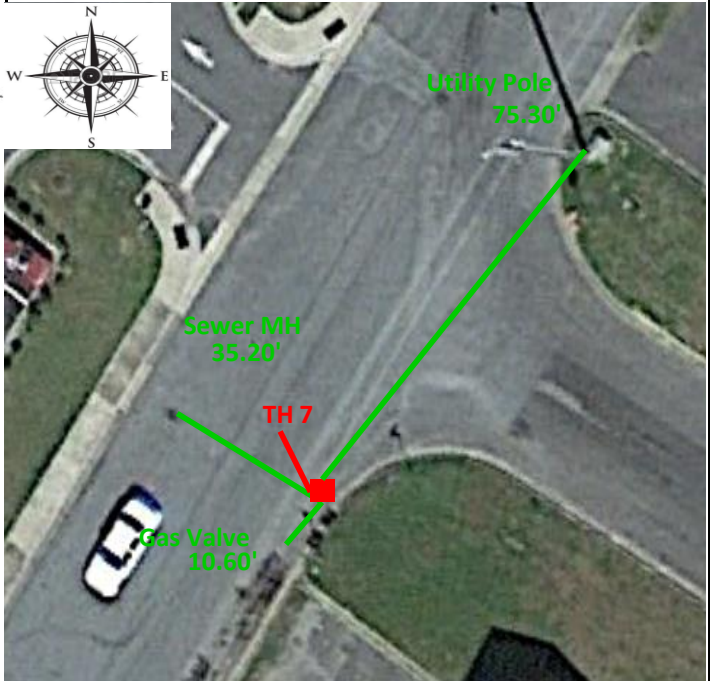
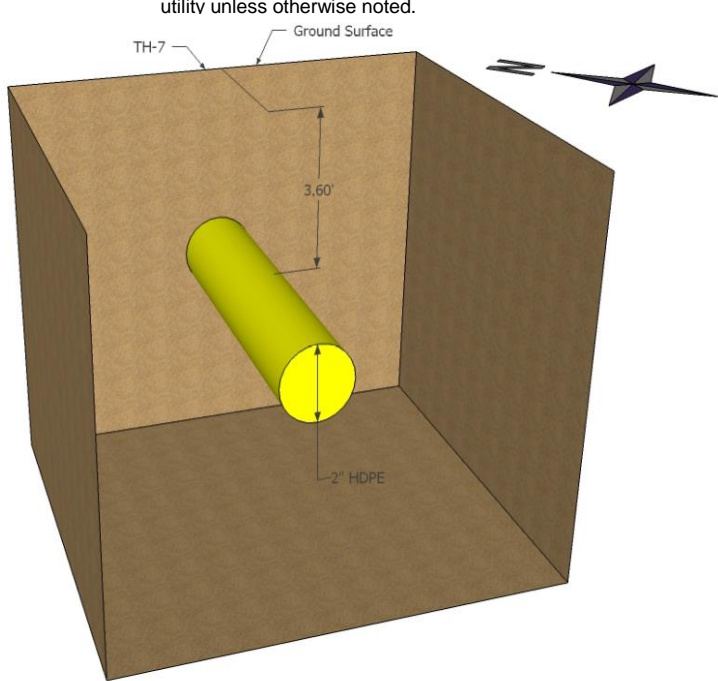
PROJECT NUMBER:	HASA00519	TEST HOLE NUMBER:	7
CLIENT NAME:	Hazen and Sawyer	SOIL TYPE:	Sandy Clay
PROJECT TITLE:	Cedar & Greenbriar Storm Water	SURFACE MATERIAL:	Soil
LOCATION:	Cedar Ln. (Greenville, NC)	PAVEMENT TYPE:	N/A
DATE:	12/18/2019	PAVEMENT THICKNESS:	N/A

UTILITY #:	1	UTILITY #:		SITE PERSONNEL:	JAV, ALV, HMT
TYPE:	Gas	TYPE:		METHOD USED:	Vacuum Excavation
SIZE:	2.25" OD ±	SIZE:		OTHER NOTES:	
MATERIAL:	HDPE	MATERIAL:			
DEPTH:	3.60'	DEPTH:			
DIRECTION:	NE	DIRECTION:			

UTILITY #:		UTILITY #:		SURVEY PROVIDED BY:	
TYPE:		TYPE:		SURVEY COORDINATES:	
SIZE:		SIZE:		ELEVATION:	
MATERIAL:		MATERIAL:		NORTH:	
DEPTH:		DEPTH:		EAST:	
DIRECTION:		DIRECTION:			

Notes: All measurements obtained from top/center of associated utility unless otherwise noted.

Test Hole Location Map



**SECTION 00 41 00
IRAN DIVESTMENT ACT**

(In Accordance with N.C.G.S. 143C-6A-9 effective February 26, 2016)

The **vendor certification requirement** under the Iran Divestment Act was **eliminated, effective October 1, 2017!**

Governor Cooper signed legislation into law on Thursday, July 27th, 2017, repealing the statute requiring that every State contract, and the contracts with any of its sub-units or with local government entities, include a contractor certification that the contractor is not on the list of entities doing business with Iran that is maintained by the Office of the State Treasurer. **The prohibition itself, however, remains in effect.**

In the future, North Carolina Dept. of Administration, Division of Purchase & Contract will post new solicitation templates with the certification requirement removed.

Note that the prohibition against contracting with vendors on the Treasurer's list remains in effect, even if a certification of that fact will no longer be needed. Each purchaser should download a copy of the list from the Treasurer's web site and check it before making any award recommendation, to make sure your selected vendor is not on the list, which would make your contract void. The Treasurer's list is updated every three months.

The list of prohibited vendors can be downloaded from:

<https://www.nctreasurer.com/divestment-and-do-not-contract-list-iran-2021>

Remember to download both the *Final Divestment List* and the *Parent and Subsidiary List* from this page. Most of the companies on these lists are oil and petrochemical companies located in China or India.

END OF SECTION

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established an email address to request and obtain Bidding Documents as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such email address, and obtain a complete set of the Bidding Documents from such email address. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents email address are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **2018** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **AutoCAD Civil 3D design for survey layout purposes**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **90** days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **SUE Level A testing results**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. Questions to Engineer must be submitted before **5pm on Tuesday, December 6th, 2022**
- B. Questions to Engineer should include the associated drawing number, specification, or other point of reference in the Bidding Documents
- C. Submit questions to Engineer using the following email address:

mjones@hazenandsawyer.com

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received after **December 6th, 2022** may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 *Unit Price*
 - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 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, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 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.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

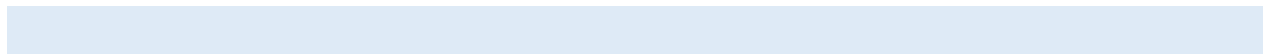
19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from **North Carolina** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.



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BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Attn: Lisa Kirby, City of Greenville, 1500 Beatty Street, Greenville, NC 27834**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

City of Greenville
 Cedar Lane Drainage Improvements
 Hazen Project Number: 31187-003

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization (maximum 5% of Base Bid)	LS	1		\$
2	Construction Surveying	LS	1		\$
3	Construction As-built	LS	1		\$
4	Traffic Control	LS	1		\$
5	Removal of Existing Concrete Pavement	SY	537		\$
6	Removal of Existing Asphalt Pavement	SY	3,900		\$
7	Removal of Existing Curb and Gutter	LF	1,270		\$
8	Milling Asphalt Pavement, 1.5" Depth	SY	1,200		\$
9	Drainage Pipe Removal (RCP)	LF	1,390		\$
10	Drainage Structure Removal	EA	18		\$
11	Remove Existing Manhole	EA	5		\$
12	Remove and Dispose of Existing Gravity Sewer	LF	150		\$
13	Removal and Disposal of 6-Inch AC Water Main	LF	1,150		\$
14	Excavation	CY	20		\$
15	Select Fill (Road Fill)	CY	30		\$
16	#57 Stone, Pipe Bedding	TN	330		\$
17	Topsoil	CY	28		\$
18	Select Tree Removal (8" - 18" dbh)	EA	9		\$
19	Permanent Fertilizer, Seeding and Mulching	SY	250		\$
20	Temporary Fertilizer, Seeding and Mulching	SY	250		\$
21	Pedestrian/Tree Protection Fence	LF	320		\$
22	Concrete Washout Structure	EA	1		\$
23	Inlet Protection	EA	18		\$
24	Silt Fence	LF	730		\$
25	Rip Rap, Class B	TN	30		\$
26	8" Aggregate Base Course	TN	540		\$
27	1.5" Asphalt Concrete Surface Course, Type S9.5B	TN	430		\$
28	2" Asphalt Concrete Intermediate Course, Type I19.0B	TN	430		\$
29	Thermoplastic Pavement Marking Lines	LF	345		\$
30	Speed Cushions	EA	3		\$
31	2'-6" Concrete Curb and Gutter	LF	1,205		\$
32	Concrete Valley Gutter	LF	180		\$
33	Concrete Curb Ramps	EA	12		\$
34	4" Concrete Sidewalk (5' Width)	SY	620		\$
35	6" Concrete Driveway	SY	60		\$
36	Evergreen Trees, 6' Height	EA	11		\$
37	Masonry Drainage Structure (NCDOT Std. 840.02)	EA	16		\$

City of Greenville
 Cedar Lane Drainage Improvements
 Hazen Project Number: 31187-003

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
38	Masonry Drainage Structure (NCDOT Std. 840.04)	EA	1		\$
39	Masonry Drainage Structure (Custom Double CB)	EA	1		\$
40	4' Diameter Manhole (COG Std. 612.03)	EA	1		\$
41	Frame with Grate (NCDOT Std. 840.04)	EA	3		\$
42	Frame with Grate and Hood (NCDOT Std 840.02)	EA	16		\$
43	Frame with Cover (Greenville Std. 614.03)	EA	1		\$
44	Concrete Endwall (NCDOT Std. 838.01)	EA	1		\$
45	12" RCP, Class III	LF	5		\$
46	15" RCP, Class III	LF	40		\$
47	15" RCP, Class IV	LF	40		\$
48	18" RCP, Class III	LF	60		\$
49	18" RCP, Class IV	LF	80		\$
50	18" RCP, Class V	LF	230		\$
51	24" RCP, Class III	LF	320		\$
52	24" RCP, Class IV	LF	210		\$
53	24" RCP, Class V	LF	130		\$
54	30" RCP, Class IV	LF	250		\$
55	30" RCP, Class V	LF	150		\$
56	Temporary Utility Support/Relocation	LS	1		\$
57	6-inch Diameter Restrained Joint Ductile Iron Water Main	LF	1,160		\$
58	Concrete Thrust Blocking Installation	CY	4		\$
59	2-Inch Resilient Wedge Gate Valve and Box	EA	1		\$
60	4-Inch Resilient Wedge Gate Valve and Box	EA	1		\$
61	6-Inch Resilient Wedge Gate Valve and Box	EA	10		\$
62	Ductile Iron Fittings	LBS	1,000		\$
63	Temporary Water Services	LS	1		\$
64	Fire Hydrant w/GV and 6" DIP	EA	2		\$
65	6" Tapping Sleeve and Valve	EA	1		\$
66	Relocate 2" Vault	EA	1		\$
67	Relocate 4" Water Service	EA	1		\$
68	Relocate 6" Water Service	EA	2		\$
69	Water Service, 2" and less	EA	8		\$
70	Connection to Existing Waterline	EA	5		\$
71	PVC Sanitary Sewer Lateral Reconnection	EA	3		\$
72	6-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	65		\$
73	8-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	60		\$
74	10-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	25		\$
75	Connection of DI Gravity Sewer to VCP with Fernco Coupling	EA	9		\$
76	Connection of Proposed Gravity Sewer to Existing Manhole	EA	3		\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Total of Base Bid Unit Price Items					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 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 collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Greenville Address <i>(principal place of business)</i> : 1500 Beatty Street Greenville, NC 27834	Bid Project <i>(name and location)</i> : City of Greenville Cedar Lane Drainage Improvements Bid Due Date: March 17th, 2022
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending			

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

Address:	
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1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

ARTICLE 5—FINANCIAL

No information required under this article.

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Attachments providing additional information as required by Paragraph 8.02.
- D. Schedule A (Current Projects) as required by Paragraph 8.03.
- E. Additional items as pertinent.

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

Owner					
Designer					
Construction Manager					

NOTICE OF AWARD

Date of Issuance:

Owner: City of Greenville

Owner's Project No.:

Engineer: Hazen and Sawyer

Engineer's Project No.: 31187-003

Project: Cedar Lane Drainage Improvements

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Cedar Lane Drainage Improvements project includes replacing and upsizing the existing undersized stormwater network to meet City of Greenville Standards, replacing asbestos cement water line with ductile iron water line, and removing and replacing existing sidewalk and roadway within the limits of disturbance. Traffic control and erosion control are also included within the scope of this project.

The Contract Price of the awarded Contract is **[\$[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **3** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **NA**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

Owner: **City of Greenville**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Hazen and Sawyer, Engineer

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

This Agreement is by and between City of Greenville (“Owner”) and [name of contracting entity] (“Contractor”).

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

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:

The Cedar Lane Drainage Improvements project includes replacing and upsizing the existing undersized stormwater network to meet City of Greenville Standards, replacing asbestos cement water line with ductile iron water line, and removing and replacing existing sidewalk and roadway within the limits of disturbance. Traffic control and erosion control are also included within the scope of this project.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Cedar Lane Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Hazen and Sawyer (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60** 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 Contract Times, as duly modified. 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):
1. *Substantial Completion*: Contractor shall pay Owner **\$950** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$950** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization and Demobilization (maximum 5% of Base Bid)	LS	1		\$
2	Construction Surveying	LS	1		\$
3	Construction As-built	LS	1		\$
4	Traffic Control	LS	1		\$
5	Removal of Existing Concrete Pavement	SY	537		\$
6	Removal of Existing Asphalt Pavement	SY	3,900		\$
7	Removal of Existing Curb and Gutter	LF	1,270		\$
8	Milling Asphalt Pavement, 1.5" Depth	SY	1,200		\$

City of Greenville
 Cedar Lane Drainage Improvements
 Hazen Project Number: 31187-003

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
9	Drainage Pipe Removal (RCP)	LF	1,390		\$
10	Drainage Structure Removal	EA	18		\$
11	Remove Existing Manhole	EA	5		\$
12	Remove and Dispose of Existing Gravity Sewer	LF	150		\$
13	Removal and Disposal of 6-Inch AC Water Main	LF	1,150		\$
14	Excavation	CY	20		\$
15	Select Fill (Road Fill)	CY	30		\$
16	#57 Stone, Pipe Bedding	TN	330		\$
17	Topsoil	CY	28		\$
18	Select Tree Removal (8" - 18" dbh)	EA	9		\$
19	Permanent Fertilizer, Seeding and Mulching	SY	250		\$
20	Temporary Fertilizer, Seeding and Mulching	SY	250		\$
21	Pedestrian/Tree Protection Fence	LF	320		\$
22	Concrete Washout Structure	EA	1		\$
23	Inlet Protection	EA	18		\$
24	Silt Fence	LF	730		\$
25	Rip Rap, Class B	TN	30		\$
26	8" Aggregate Base Course	TN	540		\$
27	1.5" Asphalt Concrete Surface Course, Type S9.5B	TN	430		\$
28	2" Asphalt Concrete Intermediate Course, Type I19.0B	TN	430		\$
29	Thermoplastic Pavement Marking Lines	LF	250		\$
30	Speed Cushions	EA	3		\$
31	2'-6" Concrete Curb and Gutter	LF	1,125		\$
32	Concrete Valley Gutter	LF	180		\$
33	Concrete Curb Ramps	EA	8		\$
34	4" Concrete Sidewalk (5' Width)	SY	560		\$
35	6" Concrete Driveway	SY	60		\$
36	Evergreen Trees, 6' Height	EA	11		\$
37	Masonry Drainage Structure (NCDOT Std. 840.02)	EA	16		\$
38	Masonry Drainage Structure (NCDOT Std. 840.04)	EA	1		\$
39	Masonry Drainage Structure (Custom Double CB)	EA	1		\$
40	4' Diameter Manhole (COG Std. 612.03)	EA	1		\$
41	Frame with Grate (NCDOT Std. 840.04)	EA	3		\$
42	Frame with Grate and Hood (NCDOT Std 840.02)	EA	16		\$
43	Frame with Cover (Greenville Std. 614.03)	EA	1		\$
44	Concrete Endwall (NCDOT Std. 838.01)	EA	1		\$
45	12" RCP, Class III	LF	5		\$
46	15" RCP, Class III	LF	40		\$
47	15" RCP, Class IV	LF	40		\$

City of Greenville
 Cedar Lane Drainage Improvements
 Hazen Project Number: 31187-003

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
48	18" RCP, Class III	LF	60		\$
49	18" RCP, Class IV	LF	80		\$
50	18" RCP, Class V	LF	230		\$
51	24" RCP, Class III	LF	320		\$
52	24" RCP, Class IV	LF	210		\$
53	24" RCP, Class V	LF	130		\$
54	30" RCP, Class IV	LF	250		\$
55	30" RCP, Class V	LF	150		\$
56	Temporary Utility Support/Relocation	LS	1		\$
57	6-inch Diameter Restrained Joint Ductile Iron Water Main	LF	1,150		\$
58	Concrete Thrust Blocking Installation	CY	4		\$
59	2-Inch Resilient Wedge Gate Valve and Box	EA	1		\$
60	4-Inch Resilient Wedge Gate Valve and Box	EA	1		\$
61	6-Inch Resilient Wedge Gate Valve and Box	EA	10		\$
62	Ductile Iron Fittings	LBS	1,000		\$
63	Temporary Water Services	LS	1		\$
64	Fire Hydrant w/GV and 6" DIP	EA	1		\$
65	6" Tapping Sleeve and Valve	EA	1		\$
66	Relocate 2" Vault	EA	1		\$
67	Relocate 4" Water Service	EA	1		\$
68	Relocate 6" Water Service	EA	2		\$
69	Water Service, 2" and less	EA	8		\$
70	Connection to Existing Waterline	EA	5		\$
71	PVC Sanitary Sewer Lateral Reconnection	EA	3		\$
72	6-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	65		\$
73	8-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	60		\$
74	10-Inch Ductile Iron Gravity Sewer (6'-8' Depth)	LF	25		\$
75	Connection of DI Gravity Sewer to VCP with Fernco Coupling	EA	9		\$
76	Connection of Proposed Gravity Sewer to Existing Manhole	EA	3		\$
Total of Base Bid Unit Price Items					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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 the basis of Contractor's Applications for Payment on or about the **25th** 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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications and Special Provisions as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **27** sheets with each sheet bearing the following general title: **Cedar Lane Drainage Improvements**
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Geotechnical Report**
 - b. **SUE Level A Test Results**
 - 9. 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.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 6. 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.
 - 7. 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.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. 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.

8.02 *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 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:
City of Greenville

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

INCLUDE this section only if contract is for a North Carolina public sector client

This instrument has been preaudited in the manner required by the “Local Government Budget and Fiscal Control Act”.

By: _____

Date: _____

Finance Officer

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NOTICE TO PROCEED

Owner: City of Greenville Owner's Project No.: _____
Engineer: Hazen and Sawyer Engineer's Project No.: 31187-003
Contractor: _____ Contractor's Project No.: _____
Project: Cedar Lane Drainage Improvements
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **60 calendar days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **60 calendar days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Owner: **City of Greenville**
By (signature): _____
Name (printed): Lisa Kirby
Title: _____
Date Issued: _____

Copy: Hazen and Sawyer, Engineer

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Greenville Mailing address <i>(principal place of business)</i> : 1500 Beatty Street Greenville, NC 27834	Contract Description <i>(name and location)</i> : City of Greenville Cedar Lane Drainage Improvements Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Insert address of Surety's principal place of business]
Owner Name: City of Greenville Address <i>(principal place of business)</i> : 1500 Beatty Street Greenville, NC 27834	Construction Contract Description <i>(name and location)</i> : City of Greenville Cedar Lane Drainage Improvements Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

SECTION 00 61 16
CONTRACTOR'S AFFIDAVIT RELATED TO LIENS AND CLAIMS

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On this day, _____, being duly sworn, deposes and says that he is the
_____ of _____ (Contractor)
who entered into a contract, Cedar Lane Drainage Improvements dated _____, with City of
Greenville (Owner) for furnishing materials and labor in the erection and construction of
facilities defined in the Contract Documents, such erection and construction having been
completed.

Further, that in accordance with the Contract Documents and applicable Statutes of the State
of North Carolina the undersigned hereby declares that the claims of all subcontractors,
materialmen, laborers, and all other persons and parties furnishing labor and materials with
respect to the above mentioned Contract have been paid in full except as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Affiant further states that, by execution of this affidavit, he agrees to indemnify and save
harmless the Owner from any liability for payment of said deficiencies in the stated amounts
or any part thereof.

Contractor

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

Notary Public

My Commission Expires: _____

END OF SECTION

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: City of Greenville Mailing address <i>(principal place of business)</i> : 1500 Beatty Street Greenville, NC 27834	Contract Description <i>(name and location)</i> : City of Greenville Cedar Lane Drainage Improvements Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

SECTION 00 62 76
TAX STATEMENTS AND CERTIFICATIONS

NORTH CAROLINA
TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statements are a true and complete statement of all State and County Sales or Use Tax paid by the undersigned Contractor from _____, 20_____, to _____, 20_____, inclusive for the materials and equipment that were or will become a part of the construction of the

Cedar Lane Drainage Improvements

(THE FOLLOWING PORTION TO BE FILLED OUT BY GENERAL CONTRACTOR ONLY)

It is further certified that

are all of the subcontractors that are, or were engaged by this Contractor in the performance of this contract and whose tax statements are also enclosed herewith.

CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me

This _____ day of _____, 20_____

NOTARY PUBLIC

My Commission Expires:

END OF SECTION

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**SECTION 00 62 79
MATERIAL INVENTORY
STATEMENT**

Project: Cedar Lane Drainage Improvements

Date: _____

DESCRIPTION	UNIT	UNIT PRICE	ON HAND PREVIOUS ESTIMATE	DELIVERED THIS MONTH	GROSS	INCORPORATED IN WORK	ON HAND THIS ESTIMATE	STORED VALUE
							Total:	

END OF SECTION

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Greenville
Engineer: Hazen and Sawyer
Contractor:
Project: Cedar Lane Drainage Improvements
Contract Name:

Owner's Project No.:
Engineer's Project No.: 31187-003
Contractor's Project No.:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Greenville
Engineer: Hazen and Sawyer
Contractor:
Project: Cedar Lane Drainage Improvements
Contract Name:

Owner's Project No.:
Engineer's Project No.: 31187-003
Contractor's Project No.:

Notice Date: Effective Date of the
Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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.

- 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.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

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

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including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *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.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.

50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 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 in writing 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.
- 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 notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; 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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* 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 Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. 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:
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;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 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;
 - 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 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, then any such adjustment will 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, 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.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. 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 on the Drawings, or was not shown or indicated on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; 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
 4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. 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, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. 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.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
 4. apply with respect to the performance of the Work, whether such performance is 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; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.
 - 1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
 - 2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. 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 will 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.

7.04 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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item 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

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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 will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
 - a. will 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 the item specified; and
 - 3) be suited to the same use as the item 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *Taxes*

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

7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) 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
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings must 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.C.
 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.C.
 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. *Engineer's Review of Shop Drawings and Samples*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. 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 will 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 losses,

damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay,

disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 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.
 - 1. 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 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 8.03.B.

2. 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 Contractor.
- C. 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 will 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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. 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.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);
 - 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 11.07.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 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* 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.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;
 - 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; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the

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locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not

be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. 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.
 6. Expenses incurred in preparing and advancing Claims.
 7. 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*
1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish

and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of

Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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 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 with such procedures and programs 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 will 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 will 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 will 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 written 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 will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 for 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.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other 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; or
 - l. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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 15.03.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 6.04 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 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by

Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under

Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. 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.
- E. 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
 - 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **2** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF).

- 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating,

updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) **Project website will be used for the entire project duration**

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1.0 inch** of precipitation. For rain equivalents: two inches of sleet equals one inch of rain; five inches of wet, heavy snow equals one inch of rain; and fifteen inches of “dry” powder snow equals one inch of rain.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **28** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **95** degrees Fahrenheit.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

No suggested Supplementary Conditions in this Article.

ARTICLE 6—BONDS AND INSURANCE

No suggested Supplementary Conditions in this Article.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **7:00 AM to 7:00 PM**.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **1.0** year after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	OpCenter	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	OpCenter	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	OpCenter	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	OpCenter	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	OpCenter	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	OpCenter	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	OpCenter	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 2018 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2018			
DOC	Microsoft® Word .docx format Version 2018			
EXC	Microsoft® Excel .xls or .xml format Version 2018			
DB	Microsoft® Access .mdb format Version 2018			

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SPECIAL PROVISIONS

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PROJECT SPECIAL PROVISIONS

GENERAL

**SP-1 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
(LOCAL GOVERNMENT AGENCIES):**

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

Goal Confirmation Letter - Written documentation from the **City of Greenville** to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

Local Government Agencies (LGA) - The entity letting the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

MBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are

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bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

WBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of

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the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

MBE and WBE Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises 10.9%

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the **City of Greenville**.

(B) Women Business Enterprises 10.4%

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the **City of Greenville**.

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Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) *If either the MBE or WBE goal is more than zero,*

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. **City of Greenville** will not consider these bids for award and the proposal will be rejected.
- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

(B) *If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE*

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Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the **City Engineer or duly authorized agent** no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **City Engineer or duly authorized agent** no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the **City Engineer or duly authorized agent** no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In

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that situation, it is due in the office of the **City Engineer or duly authorized agent** no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the **City of Greenville** documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and **5** copies of this information shall be received in the office of the **City Engineer or duly authorized agent** no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **City Engineer or duly authorized agent** no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The **City of Greenville** will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.

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- (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the **City of Greenville** may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the **City of Greenville** may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the **City of Greenville** does not award the contract to the apparent lowest responsive bidder, the **City of Greenville** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the **City of Greenville** that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Non-Good Faith Appeal

The **City Engineer or duly authorized agent** will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the **City Engineer or duly authorized agent**. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

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Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the **City of Greenville**. The **City of Greenville's** decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

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(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the **City of Greenville** will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function.

- (1) The MBE/WBE shall be responsible for the management and supervision of the

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entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the **City Engineer or duly authorized agent** will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it

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is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the **City Engineer or duly authorized agent's** written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the (Engineer or Insert Title) for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.

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- (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why MBE/WBE quotes were not accepted.
 - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by NCDOT after the SAF (*Subcontract Approval Form*) has been received by the **City of Greenville**, the **City of Greenville** will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed MBE/WBE is decertified prior to the **City of Greenville** receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to (Engineer or Insert Title) (see A herein for required documentation).

Changes in the Work

When the **City Engineer or duly authorized agent** makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the **City Engineer or duly authorized agent** makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the **City Engineer or duly authorized agent** makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the **City Engineer or duly authorized agent**.

When the **City Engineer or duly authorized agent** makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the **City Engineer or duly authorized agent**.

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When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The **City of Greenville** reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the **City Engineer or duly authorized agent** a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the **City Engineer or duly authorized agent** with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the **City Engineer or duly authorized agent** for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame

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specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the **City Engineer or duly authorized agent** can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

SP-2 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

(A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, ensure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

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Roles and Responsibilities

(A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours' notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

(1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.

(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.

(d) Implement the erosion and sediment control/stormwater site plans requested.

(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.

(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.

(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.

(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.

(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.

(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) **Requirements set forth under the NPDES Permit** - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the

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requirements are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by

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the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

(D) *Certified Designer* - Include the certification number of the Level III-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the

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project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

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A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

SP-3 MATERIALS SAMPLING AND TESTING

The City will select an independent company for materials sampling and testing with a recognized and approved testing laboratory. The expense of such tests shall be borne by the City unless otherwise specified. No direct payment will be made for coordination of these tests as such costs will be considered incidental to other work being paid for by the various items in the contract.

The Contractor shall schedule and coordinate each test. The City shall have the option to reject request for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the City as necessary for the delay of testing. The Contractor shall notify the City 48 hours ahead of time of the scheduled test and shall supply all material to independent company for tests. The independent company will provide test results to the City. Any cost resulting from the City requiring recompaction or retesting of a previously compacted and tested fill shall be borne by the Contractor.

SP-4 SURVEYING AND LAYOUT

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Surveying and Layout for the construction of this project shall be the responsibility of the Contractor. All work under this Contract shall be constructed in accordance with Section 801 of the *2018 Standard Specifications* and with the lines and grades shown on the Contract Drawings or as directed by the Engineer. The Contractor shall be responsible for all the field horizontal layout and vertical control of the improvements to be constructed under this Contract including connection to new and existing facilities and other items necessary for completion of the Contract.

The Engineer will furnish the Contractor Contract Drawings showing the location of the proposed improvements and appurtenances to be constructed under this Contract. The contract drawings will also identify the location and elevation of project control benchmarks to be used for field project control. The Contractor shall be responsible for all other ground control.

All elevations refer to the assumed project datum. Elevation of existing ground, structures, and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the Engineer for interpretation or correction.

The Contractor shall furnish all personnel, materials, and equipment necessary for the layout work required for work under this Contract. The Contractor shall be solely responsible for all locations, dimensions, and levels, and shall field verify all elevations and dimensions. No data other than the information contained in the Contract Drawings and Specifications, and written orders of the Engineer shall justify departure from the dimensions or levels required by the Contract Drawings.

The Contractor's layout work shall be done by a competent NC Registered Professional Land Surveyor, registered to practice in North Carolina and capable of interpreting the survey data furnished and control points established on the ground for the purpose of laying out his work both horizontally and vertically. The surveyor shall use the existing survey information to replace existing items being removed and replaced in kind. The Contractor shall furnish the Engineer with the name and qualifications of the proposed Professional Land Surveyor, prior to commencing work.

Contractor shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction including slope stakes for all working points, lines, and elevations.

Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes; and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, and stakes.

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Existing or new control points, property markers, and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor; and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

The Engineer may check all or any portion of the layout work, at any time during construction. The Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such

checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy of completeness of his work.

Measurement and Payment

Surveying and Layout will be paid for at the contract lump sum price for the work detailed in this section.

Payment will be made under:

CONSTRUCTION SURVEYING LS

SP-5 SAFETY OBLIGATIONS:

Workplace safety applies to all employers as a matter of law and is enforced through OSHA, The Occupational Safety and Health Administration. The contract between the City of Greenville and any contractor shall identify project manager, supervisor and the safety and environmental officer (or representative) responsible for health, safety and environmental compliance. Contractors and subcontractors must perform their duties in a manner that will not endanger the safety and health of its employees, City of Greenville employees and the public as they work.

The contractor shall meet with the City of Greenville Project Engineer to discuss contract safety issues in detail. The contractor must comply with all federal, state, and local safety and environmental regulations, laws, standards, etc. as it is related to the work being performed. The contractor must make known the safety provisions of the contract to its employees and subcontractors. The contractor’s safety and environmental officer or safety representative must ensure all employees and subcontractors are trained adequately on the applicable regulations and further enforce all applicable regulations.

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SP-6 WORK HOURS AND INTERMEDIATE CONTRACT TIME:

The City standard work hours are Monday thru Friday 7:00 AM to 7:00 PM. No work shall commence outside of standard work hours or during the weekend without written approval from the City Engineer or their authorized agent.

If the Contractor requests work hours to commence on weekends, holidays, or exceed the standard 40 hour work week, the Contractor will be responsible for additional costs associated with CEI services. An hourly rate of \$100/hour/person (minimum of 4 hour) will be incurred by the Contractor and deducted from Contractor payment.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The Contractor should review the City's Noise Ordinance (http://www.greenvillenc.gov/uploadedFiles/Departments/City_Clerk/Information/Noise%20Ordinance.pdf) which applies to construction operations. Construction operations are allowed from **7:00 a.m. to 9:00 p.m. on weekdays** and **8:00 a.m. to 9:00 p.m. on weekends** for which building permits have been issued or construction operations not requiring permits; providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition.

SP-7 MAINTAINING ACCESS

Limitation of Operations

The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of traffic.

When the work requires the Contractor to conduct his operations in an area, which disrupts the public access, the work shall be coordinated with the Director of Engineering at least 48 hours prior to commencement of such work.

The Contractor shall not close an area until so authorized by the Director of Engineering and until the necessary temporary sign(s) is in place.

SP-8 STORAGE OF MATERIALS

In addition to *Section 106-5* of the *January 2018 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures* the following shall also apply:

Private property shall not be used for storage purposes without written permission of the Owner or

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lessee of such property. This does not apply to excavated and/or waste material from the project that shall be regulated by reclamation plans development and approval. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Director of Engineering a copy of the property owner's permission.

The Contractor shall be responsible for locating and providing any additional storage areas (not shown on the plans) for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

SP-9 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the City of Greenville and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the City of Greenville and the ordinances and codes of the City of Greenville, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

SP-10 ABNORMAL WEATHER CONDITIONS

Abnormal weather conditions for rain shall be derived from the most recent 20-year (minimum) average for the nearest NOAA weather reporting station. The mean number of days of precipitation per month of 0.10 inch or more shall establish the mean number of weather days for the period. When the actual number of calendar days the Contractor could not work due to abnormal weather conditions exceeds the monthly mean as determined above, the Contract shall be extended the number of days in excess of the monthly mean for each month during the Contract period. A Working day is a day when the Contractor or his Subcontractors could work for more than four hours. If the actual number of calendar days the Contractor could not work due to abnormal weather conditions is less than the monthly mean, then the number of days the Contract was extended shall be reduced for the Contract period. At the end of the Contract period the total Contract Time will be the total adjusted. Should the total days the Contractor cannot work due to

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abnormal weather conditions be less than the mean for the Contract period, no time will be deleted from the Contract. The time extension awarded to the Contractor shall be for time only. No increase in Contract Price will be considered.

SP-11 WATER SUPPLY

The Contractor will be responsible for organizing a water source. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-12 SUBMITTALS AND SHOP DRAWINGS:

Unless otherwise specified herein, the Contractor shall submit shop drawings for construction materials for acceptance by the Engineer, prior to use of any material on the project site. Submittals shall be made for, but not limited to, the following items: asphalt, concrete, storm drainage, public utility, and structure products. The Contractor shall submit shop drawings for each material to be reviewed by the Engineer utilizing the Electronic Project Management System (EPMS). The Engineer shall have twenty-one (21) calendar days to complete the review. Upon review, notification will be provided to the City and the Contractor of acceptance, corrections needed, or rejection of the materials. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-13 REQUEST FOR INFORMATION (RFI) PROCEDURES

All requests for information need to be sent to the Engineer through the Electronic Project Management System (EPMS). The Engineer will respond in a timely manner.

SP-14 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDING

Description

- A. The Contractor shall employ a competent photographer to take construction record photographs and audio/video record all construction areas within the project area prior to, during the course of, and after the Work.
- B. Furnish all labor, materials and equipment and furnish color audio video recording of the project site as specified herein.
- C. Furnish to the Owner an original and one copy of a continuous color audio video recording along the entire route of the proposed pipeline. The recording shall be taken prior to any construction activity. In addition, at certain locations, the Engineer/Owner reserves the right to request preconstruction photography or video recording after clearing operations have been performed but prior to commencement of any construction activities.
- D. The Owner reserves the right to reject the audio video recording because of poor quality,

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unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Owner shall be rerecorded at no cost to the Owner. Under no circumstances shall construction begin until the Owner has received and accepted the audio video recordings.

- E. The recording shall be performed by a qualified, established audio video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.

Photography Required

- A. Ground views shall be provided of the culvert project corridor before any work begins. Provide three prints of each view.
- B. The Contractor shall take ten photographs of the project work for each Application for Payment. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- C. Views and quantities required:
 - 1. At each specified time, ground view photographs projected from a minimum of ten different views, as directed and approved by the Engineer.
 - 2. Provide three prints and one electronic copy of each view.
 - 3. Photographer shall agree to furnish additional prints to Owner and the Engineer at commercial rates applicable to time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as an expert witness.

Preconstruction Audio/Video DVDs

- A. DVD recordings shall be made not more than 60 days prior to construction and 60 days after Substantial Completion. No construction shall begin prior to review and approval of the DVDs covering the construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of a DVD not conforming to specifications and require that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio/video coverage. All original DVDs and written records shall become the property of Owner.
- B. The Contractor shall engage the services of a professional videographer. The color audio/video DVDs shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of construction color audio/video DVD documentation. The videographer shall furnish to the Engineer a list of all equipment to be used for the audio/video recording, (i.e., manufacturer's name, model number, specifications, and other pertinent information). Additional information to be furnished by the videographer shall include the names and addresses of two references that the videographer has performed color audio/video recording for projects of a similar nature

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including one within the last twelve months.

Methods

Technique

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

Views Required

- A. Photograph from location to adequately illustrate condition of construction and state of progress.
 - 1. Consult with the Engineer at each period of photography for instructions concerning views required.

Assembly of Prints

- A. Each print shall be inserted in a separate, archival type, nonglare, three (3) hole punched photo protector.
- B. Provide suitably sized 3-ring binder for each set of prints (total of three). Binders shall be provided in sufficient quantity to hold all photographs taken for the duration of the contract. Each binder shall be labeled by engraving on the front and spine with the project name.

Delivery of Prints

- A. Deliver prints to the Engineer to accompany each Application for Payment.
- B. Distribution of prints as soon as processed is anticipated to be as follows:
 - 1. Engineer (one set)
 - 2. Owner (one set)
 - 3. Project Record File (one set)
- C. No construction shall start until preconstruction photography and videotaping is completed and submitted to Engineer.

Audiovisual Recording

- A. The recordings shall contain coverage of all surface features within the construction zone

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of influence. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping, trees, visible utilities, fences, structures, and buildings. Of particular concern shall be the condition of existing vegetation, terrain, and structures and the existence or nonexistence of any faults, fractures, or defects. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

- B. Accompanying the video recording of each DVD shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversation between the camera operator and any other production technicians.
- C. In general, the views will comprise a 360-degree panorama every 500 feet of sewer length plus specifically designated close-up views for pre-and post-construction video photography.
- D. DVD Indexing
 - 1. DVD Identification: All DVDs and plastic boxes (archival type) shall be permanently labeled and shall be properly identified by DVD number, Owner's name, date of taping, location and standing limit of DVD and project name and number.
 - 2. DVD Log: Each DVD shall have a log of that DVD's contents. The log shall describe the various segments of coverage contained on that DVD in terms of the names of the streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers when possible, and the date of the recording. Video logs shall be supplied in three ring vinyl cover binders and labeled on the front and spine with project name, date and location (i.e., service area).
- E. Visibility: All recording shall be performed during times of good visibility; no recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright video recordings of those subjects.
- F. The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.
- G. Camera Operation
 - 1. Camera Height and Stability: When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed 10 feet. The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.
 - 2. Camera Control: Camera pan, tilt, zoom-in and zoom-out rates shall be sufficiently controlled such that recorded objects shall be clearly viewed during video playback.

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In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance and electrical focus shall be properly controlled or adjusted to maximize picture quality.

3. Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the video viewer, highly visible yellow flags shall be placed, by the Contractor, in such a fashion as to clearly indicate the proposed center line of construction.

Submittals

- A. Color:
 1. Paper: Single weight, color print paper
 2. Finish: Matte
 3. Size: 8- x 10-inch
- 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

DVD

- A. The video shall be on a professional quality DVD.

Audio/Video Recording

- A. The total audio/video system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All video recordings shall be electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.
- B. DVDs

DVDs shall be new and thus shall not have been used for any previous recording. Two complete sets of DVDs (one original and one copy) and logs shall be provided upon acceptance of recordings.

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Payment

There will be no separate measurement or payment for this work, and all associated costs will be considered incidental to other items in the contract.

SP-15 FIRE DEPARTMENT COORDINATION

The Contractor shall always maintain emergency fire equipment access to all fire hydrants within the project area. Notify the City Fire Department, 252-329-4390 seventy-two (72) hours prior to work being performed within 200 feet of any fire hydrant.

SP-16 QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

SP-17 AS-BUILT AND RECORD DRAWING

The Contractor shall be fully responsible for performing all work and collection of all necessary data to provide the City of Greenville Record Drawings in accordance with City of Greenville Standard Drawing C30.01 and C30.02 and as described in this provision. Record drawings of water and sanitary sewer improvements shall be prepared in accordance with Greenville Utilities Commission's standards and requirements.

The Record Drawings are not intended to document the final quantities, but are intended to show approved revisions to the contract design as stated below. The Contractor is responsible for the As-Built Drawings and the Engineer of Record will complete the final Record Drawing. The As-Built Drawing, including the project survey shall be completed by a registered professional land surveyor or a licensed professional engineer in the State of North Carolina. Identification and location of site improvements shall conform to the recommended standards of the North Carolina Licensing Board for Professional Engineers and Land Surveyors. All work performed by the designated PLS or PE, shall be accompanied by the seal and signature of the PLS or PE.

The As-Built Drawing shall consist of a full-size set of blue/black line prints and digital AutoCAD Civil 3D 2018 (or newer) files with approved field changes delineated in red ink. All redline revisions shall be located properly on the drawing and shall be true to scale. The Contractor shall supply two (2) copies of the signed As-Built Drawing in paper format and the electronic digital

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file to the Engineer of Record for review. The Contractor will need to provide any clarification or additional information as deemed necessary by the Engineer to meet the City's requirements.

The As-Built Drawing shall be submitted to the Engineer of Record within thirty (30) calendar days following the date of the City final acceptance of the project.

The following identifies the requirements, information, and format for submitting Record Drawings to the Engineering Division of the Public Works Department for review and approval. Record Drawings shall be submitted for any street and city storm drainage infrastructure proposed for maintenance by the City of Greenville. Record Drawings shall be submitted and approved prior to scheduling of the pre-final street acceptance inspection.

All Record Drawings shall include, but not necessarily be limited to, the following:

1. Streets
 - a. Horizontal alignment of the centerline (changes to be noted)
 - b. Centerline final surface elevation
 - i. Intersections – crossing of street centerlines
 - ii. Points of vertical inflection (pvi) – street centerline at point of inflection
 - iii. Radius points of cul-de-sacs
 - iv. Radius points for “hammerheads”
 - v. End of pavement construction (street centerline)
 - c. Width (verification with approved plans)
 - d. Top of curb elevations for relocated curb
2. Sidewalks and Curb Ramps (verification with approved plans)
 - a. Width
 - b. Length
 - c. Thickness
 - d. Material
 - e. Location
3. Stormwater Pipes
 - a. Size
 - b. Shape
 - c. Material
 - d. Length
 - e. Slope
4. Sanitary Sewer Pipes
 - a. Size
 - b. Shape
 - c. Material
 - d. Length
 - e. Slope
5. Water Lines
 - a. Size
 - b. Shape
 - c. Material

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- d. Length
- e. Slope
- f. Valve Locations
- g. Valve/Junction Depth
- 6. Structures (Junction Box, Drop Inlets, Catch Basins, Interference Boxes, Outlet Structures)
 - a. Rim/hood elevation
 - b. All pipe invert elevations
 - c. Material
 - d. Construction type (pre-cast, masonry block, or cast-in-place)
 - e. Interior bottom elevation of structure
 - f. Cover (lid/grate) dimensions
 - g. Weirs
 - i. Type
 - ii. Invert elevation
 - iii. Top of weir elevation
 - iv. Length
- 7. Flared End Sections
 - a. Material
 - b. Invert
 - c. Size
 - d. Outlet/Inlet Protection
 - i. Dimensions
 - ii. Tonnage
- 8. BMP
 - a. Wetland
 - i. Topo
 - ii. Outlet structure (refer to Structures requirements listed above)
 - iii. Outlet pipe (refer to Stormwater Pipe requirements listed above)
- 9. Sanitary Sewer Manhole Structures
 - a. Rim/hood elevation
 - b. All pipe invert elevations
 - c. Material
 - d. Construction type (pre-cast, masonry block, or cast-in-place)
 - e. Interior bottom elevation of structure
 - f. Cover (lid/grate) dimensions

The submittal process for the review and approval of Record Drawings is as follows:

- 1. Submittal of Record Drawings
 - a. Submit two (2) copies of either a contractor's "red-lined" mark-ups of approved construction drawings or an electronic submission of approved construction drawings with changes to the above "clouded" based on a contractor's "red-lined" mark-ups to the Engineer of Record.
 - i. Only changes from the approved construction drawings need to be presented
 - ii. The "red-lined" information will have a single line placed through it with

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- the revision information or measurement placed next to it.
- iii. If an electronic drawing is submitted in place of the contractor's red-line drawings, then a single line will be drawing through the errant information. The correct information will be placed next to the errant information and a "cloud" will surround both.
- b. Upon receipt of As-Built Drawings, the Engineer of Record shall review the As-Built Drawings to determine and establish if any construction deviations will impact positive storm drainage flow throughout the system or place the system out of compliance with the City of Greenville requirements. The Contractor will be responsible for providing any clarification or additional information as deemed necessary by the Engineer to confirm the construction of the street(s) and storm drainage infrastructure is completed in substantial accordance with the approved plans and specifications.
 - i. If there is not positive drainage throughout the storm drainage system or if the system is not in compliance with the approved construction drawings or the City of Greenville requirements, the engineer and City will work with the Contractor to determine a viable solution(s). The Contractor will need to provide a stormwater system that provides positive drainage.
 - ii. The benchmark(s) and datum used for measurements of the As-Built Drawings shall be conveyed and easily interpreted on the submitted drawings and shall be the same as used for the design of the original approved construction drawings and for construction.
 1. If the referenced benchmark(s) used for design and construction and shown on the approved construction drawings have been compromised, new benchmark(s) must be reestablished to an accuracy on the site from published NGS monuments in accordance with the Standard of Practice for Land Surveyors in North Carolina, N.C.A.C Title 21, Chapter 56, Section 1600, and by either conventional survey methods or Global Positioning System survey methods (21 NCAC 56 1607).
2. Upon approval of the As-Built Drawings, the Engineer of Record shall submit to the City Engineering Division:
- a. One (1) signed and sealed copy of Record Drawings.
 - b. An electronic copy of the drawing in PDF format with the following certification:
"I, _____, as a duly registered Professional Engineer in the State of North Carolina, hereby certify that construction of the street(s) and storm drainage infrastructure as presented on these Record Drawings has been completed in substantial accordance with the approved plans and specifications and that the information pertaining to said infrastructure provided by _____ and prepared under the supervision of _____ is correct to the best of my knowledge and belief."
 - c. An electronic drawing in a version of AutoCAD "DWG" format compatible with the City of Greenville's current system.
 - d. The Engineer's & Owners Certification Completion forms (Std. details No. C31.01 & C31.02, respectively).

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Measurement and Payment

As-Built Drawings will be paid for at the contract lump sum price for the work detailed in this section.

Payment will be made under:

CONSTRUCTION AS-BUILTS LS

SP-18 PUBLIC ADVISORY

Prior to the prosecution of sections of work, the Contractor shall provide a one-week advance written notice to all individuals, homeowners, business owners, utilities, and others along the line of construction who are within or immediately adjacent to the limits of disturbance shown on the plans that may be affected by any aspect of the work that is contemplated. Such notice may be delivered by door contact, doorknob hanger, or letter and shall briefly describe the nature and estimated timetable of the work and shall provide any additional information or instructions that may be desirable or necessary. The Contractor shall notify those affected by the work that any items, i.e., bushes, trees, fences, etc. in the right-of-way or easement are subject to be removed. The Contractor will work with the individuals to allow them reasonable time to remove the items themselves or if they prefer, the Contractor may remove and lay aside the item for the owner to relocate. If the owner does not wish to salvage the item, the Contractor shall remove it and dispose of it offsite. The notice shall also include the name and telephone number of the Contractor's contact person for further information related to the project. **A proposed draft of the written notice shall be submitted by the Contractor to the Engineer for approval prior to the initiation of any work.** There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

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PROJECT SPECIAL PROVISIONS

ROADWAY

The *January 2018 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures* (NCDOT Standard Specifications) shall apply on all portions of the project except as modified by this document. Where Special Provisions refer to particular items, materials, procedures, etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

Specific City of Greenville requirements are generally supplemental to the NCDOT Standard Specifications and, when there is a conflict between City of Greenville standards and NCDOT Standard Specifications, the NCDOT Standard Specifications shall govern.

SP-19 PAVEMENT REMOVAL AND MILLING LIMITS

Removal of asphalt and concrete pavement shall be per NCDOT Section 250. Milling asphalt pavement shall be per NCDOT Section 607.

Measurement and Payment

Article 250-3 shall be deleted and replaced as follows:

Measurement for Removal of Existing Asphalt Pavement will be measured and paid in square yards of existing asphalt pavement actually removed and disposed of properly. Removal of existing asphalt pavement will be measured by actual surface measurement of the asphalt pavement before its removal.

Measurement for Removal of Existing Concrete Pavement will be measured and paid in square yards of existing concrete pavement actually removed and disposed of properly. Removal of existing concrete pavement will be measured by actual surface measurement of the concrete pavement before its removal.

Where the pavement removed is a combination of layers of both asphalt and concrete pavement and an item is not established for concrete pavement removal, the cost of removing the combination of layers of asphalt and concrete will be made in accordance with Article 104-7.

Payment includes, but is not limited to, breaking up, removing and disposing of existing concrete

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or asphalt pavement, including sidewalks, driveways, curb and gutter, curb ramps, flumes, paved shoulders or any other paved structure for which there is no separate pay item, and removing any temporary roadway pavement structure placed during construction to serve as a detour.

Measurement for Milling Asphalt Pavement shall be per Article 607-5

Payment will be made under:

Removal of Existing Asphalt Pavement.....	SY
Removal of Existing Concrete Pavement.....	SY
Removal of Existing Curb and Gutter.....	LF
Milling Asphalt Pavement, 1.5" Depth.....	SY

SP-20 PIPE JOINTS

All rigid pipe shall be installed per NCDOT section 300-6 (A) except that all pipe shall have Type 2 filtration geotextile wrapped around all pipe joints including pipes greater than 12 inches in diameter. Extend geotextile at least 12 inches beyond each side of the joint and provide a minimum 12 inch overlap. Secure geotextile against the outside of the pipe by methods approved by the Engineer.

There will be no separate measurement or payment for joint wrapping, the price of the work will be included in the price for the individual line item.

SP-21 DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2018 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2018 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

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Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

(A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2018 Standard Specifications*.

(B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2018 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2018 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

(A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2018 Standard Specifications*.

(B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

SPECIAL PROVISIONS

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramp*.

SP-22 STREET SIGNS AND MARKERS AND ROUTE MARKERS

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.

SP-23 HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2018 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2018 Standard Specifications*.

SP-24 SAWING EXISTING PAVEMENT:

Where it is necessary to construct curb or curb and gutter in locations where bituminous pavement and curb and gutter exists, the Contractor will be required to furnish a neat edge along the pavement retained by sawing a neat line approximately two inches deep, with a concrete saw, before breaking the adjacent asphalt pavement and curb and gutter away. There will be no direct payment for the work covered by this provision as it is considered incidental to other items in the contract.

SP-25 TEMPORARY SHORING (AS REQUIRED):

Description

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The Contractor shall furnish and install temporary shoring for the installation of pipes and culverts as necessary to stay within the Limits of Disturbance, maintain the stability of adjoining buildings, walls, or other structures endangered by operations and protect employees. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. The Contractor shall design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Temporary shoring is required when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 feet from the edge of building, wall, parking lot, or other structures endangered by operations or Limits of Disturbance.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall. Define "reinforcement" as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement and "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement.

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Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets Standard Drawing No. 1170.01 of the *2018 Roadway Standard Drawings*. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets Standard Drawing No. 862.02 of the *2018 Roadway Standard Drawings*.

Materials

Refer to the *2018 Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geotextiles	1056
Grout	1003
Portland Cement Concrete	1000
Select Material	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3
Wire Staples	1060-8(D)

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *2018 Standard Specifications*. Use Class IV select material (standard size No. ABC) for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the *2018 Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

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Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2018 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2018 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Helical anchors without an ICC-ES report may be approved at the discretion of the Engineer. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

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Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Handle and store geogrids in accordance with Article 1056-2 of the *2018 Standard Specifications*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids in accordance with ASTM D4439.

Use geogrids with a roll width of at least 4 ft and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/SoilsLaboratory.aspx

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2018 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

(B) Temporary Guardrail

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Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 ft, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for temporary shoring designs in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Use a prequalified MSE Wall Design Consultant to design temporary walls. Provide temporary wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Wall Design Consultant. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 lb/cf;

Friction Angle (ϕ)	Shoring Backfill
30°	A-2-4 Soil
34°	Class II, Type 1 or Class III Select Material
38°	Class V or VI Select Material

(c) Cohesion (c) = 0 lb/sf.

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(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 lb/sf if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 lb/ft applied 18" above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{HI}) in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications.

Extend cantilever, braced and anchored shoring at least 32" above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6" above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3" if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6". Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans and Article 11.9 of the *AASHTO LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 ft behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation

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geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18" except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 ft, whichever is longer. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0 and temporary geogrid walls for an R_c of at least 0.8. For geogrid reinforcement with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 ft and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use "L" shaped welded wire facing with 18" to 24" long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 ft back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 ft back behind facing into backfill.

(D) Preconstruction Meeting

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The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Engineer of Record, Contractor's Geotechnical Engineer, City Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2018 Standard Specifications* and Standard Drawing No. 1170.01 of the *2018 Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *2018 Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *2018 Roadway Standard Drawings*.

(A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6" of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2° of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *2018 Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted

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submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 ft. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required

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installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, “ground anchor” refers to a ground or helical anchor and “tendon” refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit 2 copies of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to

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create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18" with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3" of locations shown in the plans and accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8" to 10" thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *2018 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 ft of welded wire facing. At a distance greater than 3 ft, compact shoring backfill with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *2018 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 ft of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

There will be no separate payment for *Temporary Shoring (as required)* and all associated costs will be considered incidental to the cost of the pipe and/or underground structures.

SP-26 STORMWATER PUMP AROUND/BYPASS PUMPING:

Description

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Dewatering shall include all work necessary to prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. This work shall also consist of flow diversion and sediment filtering devices to be used where construction activities take place within stream areas.

Submittals

The contractor will be required to submit a Stormwater Pump Around/Bypass Pumping Plan, designed by a North Carolina professional engineer, and any necessary permits to be reviewed in compliance with the plans and approved by the City Engineer or authorized agent. The sealed Stormwater Pump Around/Bypass Pumping Plan shall detail the approach for capture, control and discharge of surface and groundwater resulting from dewatering (approval of the plan by the Engineer shall not alleviate the contractor's responsibilities for the dewatering system). The sealed Stormwater Pump Around/Bypass Pumping Plan shall, at a minimum, follow this specification.

During construction, the contractor shall be required to submit to the on-site inspector or authorized agent a weekly inspection report, prepared and completed by the bypass system design engineer, documenting that the system is properly installed, functioning and is providing a dewatered condition at the bottom of the trench excavation per the sealed Stormwater Pump Around/Bypass Pumping Plan to construct all items in the “dry.”

Methods

- a) Water in trenches: When ground water is encountered, the Contractor shall remove the water that accumulates in the trenches or pits, which would affect the construction of the lines or their appurtenances, by pumping, bailing, well- pointing, or other approved dewatering method and shall perform all work necessary to keep the trenches or pits entirely clear from water while bedding is being placed, the pipe (or culvert) is being laid, masonry units are being placed, and structures are either being set or constructed. All water removed from the trench shall be conveyed in a proper manner to a suitable point of discharge and shall comply with applicable erosion and sediment control laws. Pipe/culvert laying and pipe jointing shall be made in the “dry”
- b) No pipe shall be constructed in water and water shall not be allowed to drain through the pipe. The open end of the pipe shall be kept closed with a tight fitting plug to prevent washing of any foreign matter into the line.
- c) No structure shall be constructed in water and water shall not be allowed to flow over or rise upon any concrete masonry structure until the work has been accepted.
- d) The Contractor shall dispose of water from the trenches in such a manner to cause no injury to public health, public or private property, work completed or in progress, street surfaces, or which may cause any interference with the use of the streets. Water, if odorless and stable, may be discharged into an existing storm drain, channel, or street gutter in a manner approved by the City Engineer. Unless otherwise approved by the City Engineer, a means shall be provided for desilting (filtering) the water before discharge. Under no circumstances shall water be discharged to the sanitary sewer.
- e) Prevent surface water from ponding on prepared subgrades and from flooding project site

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and the surrounding area. Reroute surface water runoff away from or around excavated areas.

- f) Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- g) Install a dewatering system to keep subgrades dry and convey ground water away from excavations. The cost of shoring, sheeting, well pointing, gravel bedding and other dewatering devices shall be included in the unit price of the pipe and structure. Maintain until dewatering is no longer required.
- h) Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Include cost of de-watering in proposal for water, sewer, or storm drainage lines. No additional compensation for this item is permitted.
- i) Where underground streams or springs are encountered, provide temporary drainage, well pointing, or bailing. Notify City Engineer or duly authorized agent of such conditions.
- j) Backfilling shall not take place when the trench contains water in an amount to create soupy conditions.

Measurement and Payment:

No separate payment will be made for this work, and all associated costs will be considered incidental to the cost of the pipe and/or underground structures.

SP-27 # 57 STONE:

Description

The work covered by this section consists of furnishing, stockpiling, placing and maintaining an approved stone to be used at the locations designated in the contract and as directed by the Engineer.

Refer to *Stormwater Drainage Structures* specification for the stone bedding requirements under stormwater drainage structures.

Materials

Refer to the *2018 Standard Specifications*.

Item	Section
# 57 Stone	1005

Measurement and Payment

The quantity of No. 57 stone to be paid for will be the actual number of tons of No. 57 stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Engineer. No.57 stone that has been stockpiled will not be measured a second time. No.57 stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

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Payment will be at the contract unit price for:

Pay Item	Pay Unit
# 57 Stone, Pipe Bedding	Tons

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PROJECT SPECIAL PROVISIONS

TRAFFIC CONTROL

SP-28 TRAFFIC CONTROL:

Description

Protection for Construction Staking: The Contractor is responsible for providing, placing, maintaining and removing upon completion, all traffic control devices necessary for the protection of survey crews performing construction staking requested by the Contractor for construction of this project when any offset, reference points, benchmark or any other control point is within the travel lane of any roadway, drive, parking lot or other area where vehicles could endanger or obstruct the survey crew.

Beginning Work and Street Closings: The Contractor is responsible for notifying the Transportation Engineering Division of Greenville (Rik DiCesare: 252-329-4066).

The Contractor shall install advance warning signs for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

All traffic control devices and procedures shall conform to the requirements of the current edition of the Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer, and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans and details. If these diagrams are not typical for field conditions, the diagrams may be combined or altered upon approval of the Engineer. The standards and diagrams are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans, in the standards, and on diagrams be acceptable.

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Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the plans and specifications. The Contractor shall notify City of Greenville Traffic Engineer regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Traffic Signals: City of Greenville will furnish, erect, operate, maintain, relocate and remove all traffic signal equipment on the Project as necessary in accordance with the Project plans and specifications. The Contractor shall notify the Traffic Engineer at least 30 days prior to the installation, relocation or removal of traffic signal equipment on the Project. The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the traffic control plans or directed to do so by the Engineer.

Submittals

Contractor shall submit all traffic control plans and phasing required to complete the project for Engineer and City approval through the shop drawing submittal process.

Measurement

There will be no separate measurement made for Traffic Control.

Payment

Traffic Control will be paid at the lump sum price for "Traffic Control". This payment will be full compensation for all elements of work required to complete the Project as specified.

Pay Item	Pay Unit
Traffic Control	LS

SP-29 COORDINATION OF EXISTING LIGHTING WORK:

Maintain operation of the existing lighting systems until such time that it becomes in conflict with the actual construction work, or it becomes a hazard to traffic as determined by the Engineer.

Use care in working around the lights and circuitry and phase operations so that the disruption of existing lighting systems will be minimized. Make repairs or replacements in conformance with the contract. Should the Contractor fail to make such repairs within the time allowed, the Department will cause the necessary repairs to be made by others. The costs of such repairs will be deducted from any monies due the Contractor on the next subsequent monthly or final payment.

SP-30 TEMPORARY SECURITY CHAIN LINK FENCE

SPECIAL PROVISIONS

Description

Furnish and erect temporary security chain fence with locked gates in conformity with this specification. The temporary security chain fence shall be installed around active work zones, closed roadways or construction staging areas. The fence shall be a minimum of 6' tall to promote safety, deter vandalism and restrict unauthorized personnel from active construction areas. The Contractor shall purchase/rent enough temporary security chain fence to enclose the largest construction phase of the project. The Contractor shall relocate the temporary security chain link fence as the project progresses. The Contractor must provide documentation and justification if a larger quantity of temporary security chain link fence is required to work on multiple phase of the project at the same time. The Contractor should factor this into their schedule and cost.

Materials

Materials shall include any material necessary to erect, disassemble, relocated and re-erect temporary mobile fence. The fence shall be fastened such that only authorized personnel can relocate the fence and the temporary fence will restrict unauthorized personnel. The Contractor may select the materials he deems necessary to complete the work in accordance with this specification. The materials shall be subject to the approval of the Engineer.

Construction Methods

The temporary security chain fence shall be erected adjacent to the open trenches that must be left open overnight or as directed by Engineer. In locations where temporary mobile fence crosses pedestrian walkways pedestrian guidance signs shall be attached to fence to direct pedestrians to alternative routes. At the end of each workday the temporary fence needs to be secured and locked.

Measurement and Payment

No separate payment will be made for this work. It shall be considered incidental to other project elements.

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UTILITIES

SP-31 UTILITY COORDINATION AND DRY UTILITY RELOCATIONS:

General:

The City has contacted and notified all involved utility owners of the effect of this Project on their respective utility. Construction plans and anticipated construction schedules have been provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents. All utilities are shown on the plans for the best available information. Some utility relocations will occur prior to commencement of the project; however, a majority will be done concurrent with project construction.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

The following utility companies have facilities that will be in conflict with the construction of the project.

Greenville Utilities Commission (GUC) Electric
GUC Water and Sewer
GUC Gas

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

Some utility relocations will occur prior to commencement of the project; however, a majority will be done concurrent with project construction. Contractor to schedule a Utility Preconstruction meeting and invite all utility owners shown on the plans. In addition, the Contractor shall notify the utility owners 3-weeks in advance of construction that will impact their utilities. Utility owners will be supporting, relocating or adjusting their utilities in conjunction with the project construction.

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The Contractor will be required to grade around utility poles and guy wires which may be left in place within the construction limits of the project and where the poles remain in their present position on the outer edge of fills, to place such fills without disturbing the poles with grading equipment.

The Contractor shall adhere to the provisions of *1985 Underground Damage Prevention Act, North Carolina General Statute 887, Chapter 785, Senate Bill 168, Article 3*. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC One- call". Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, NC One-Call's telephone number is 1-800-632-4949. For calls originating outside North Carolina, the number is (919) 855-5760. The Contractor shall, at their own expense, locate all existing utilities and other structures ahead of construction. The Contractor shall coordinate with each utility company where removals, relocations, or new installations are required. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. The Contractor shall make every effort to avoid damage or disruption of services during the work to be performed. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. Contractor is to notify utility companies and the City of any known conflicts in writing before he begins work in a certain area. No additional payment will be made for re- mobilization required by the utility's failure to relocate utility at the request of the Contractor.

No delay claims will be granted unless the Contractor can prove private utility relocations are causing delay to controlling operations. If documentation proving the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the Contract Period will be extended by the amount of time the Contractor's controlling operations have been delayed while awaiting the relocation or adjustment. Contractor is to notify utility companies and the City of any known conflicts in writing before he begins work in a certain area. Contractor shall build into his schedule and cost coordination with private utility companies.

Payment

Payment will be made under:

UTILITY COORDINATION AND DRY UTILITY RELOCATION COSTS... LS

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SP-32 UTILITY CONNECTIONS

Make connections between existing and proposed utilities at times most convenient to the public, without endangering the utility service, and in accordance with the owner's requirements. Make connections on weekends, at night, and on holidays if necessary. Should the position of any pole, pipe, conduit, or other structure require removal or adjustment, the Engineer will coordinate the change with the owner of the obstructions or a representative of the owner. There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

SP-33 INTERRUPTION OF WATER SERVICE

The Contractor will be required to have all materials and equipment on the job site seventy-two (72) hours prior to any planned water service interruption. Existing water mains may be taken out of service for a maximum of 8 hours for each relocation, abandonment and/or re-connection unless otherwise directed by the Engineer. Coordination with the GUC is required to cut and plug the line at various locations shown on the plans. The Contractor will provide adequate work force during this time to complete the required connection and refill and return the existing water main to service. The Greenville Fire-Rescue shall be notified of any interruptions of water mains 72 hours prior to interruption.

The Contractor will be required to dispose of any water from the isolated main and to dispose of air during the filling operation. The Contractor shall not operate any valves on the existing mains unless as directed by the Engineer. The GUC will not be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains.

The GUC Inspector, in conjunction with the contractor, will be responsible for notifications of all customers affected by the interruption of water, sewer, or power service. Service interruptions shall be scheduled by the GUC at a time most convenient to the public. Work may be required at night, weekends and/or holidays, as determined by GUC and the City. Customers shall be notified at least 72 hours (not including weekends/holidays) prior to any interruption of service.

There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

SPECIAL PROVISIONS

SP-34 TEMPORARY UTILITY SUPPORT

Description

Work covered under this special provision includes all labor and materials associated with shoring and/or protection of existing utilities as required to prevent damage to and maintain operation of existing utilities during proposed construction activities as shown on the Contract Drawings.

Methods

Contractor shall be responsible for providing shoring and construction sequencing sufficient to protect existing utilities from damage and maintain utility operation during construction. Contractor shall be responsible for determining if shoring is required for existing utilities. The Contractor shall repair damage to existing utilities at no additional cost to the Owner. Damaged utilities shall be repaired to meet the respective utility owner's standards.

Submittal

The Contractor shall submit a shoring plan designed by a North Carolina Registered Professional Engineer to be reviewed and approved by the City of Greenville or other designees. The sealed shoring plan shall designate construction sequencing and methods of shoring utilities requiring support during construction. Approval of the plan by the City does not alleviate the Contractor of responsibilities included in this special provision.

Measurement

There will be no separate measurement for work listed herein. All work will be paid for as a lump sum under the item listed below.

Payment

Payment will be made under:

TEMPORARY UTILITY SUPPORT/RELOCATION LS

SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS
GUC WATER AND SEWER
WATER AND SANITARY SEWER

Description

All water and sanitary sewer construction shall be performed in accordance with GUC's Manual for the Design and Construction of Water and Wastewater System Extension. **The Contractor shall provide survey grade GPS coordinates of all newly installed water main fittings and valves and sewer manholes and cleanouts.**

All materials shall be new, in good condition, and free from defects.

Any work, for which there is no clearly described water or sewer pay items, but required by the plans and specifications, shall have their cost included with items below.

Some of the items below are provisional and shall be used only when directed by the Engineer. They serve the purpose of allowing the Engineer to make improvements to existing systems encountered during construction.

Payment will be made according to the unit price bid in the Proposal.

The Pay Item Descriptions shown below are supplemented by the GUC Design Manual. If conflicts occur with the wording or detail drawings of the GUC Design Manual and the Plans or this Project Manual, then the Project Manual shall prevail. If the Contractor and the Engineer cannot agree to the intent of the above-mentioned documents, then the solution that best serves GUC and the needs of the City shall control.

The items below shall include the cost of the following:

- a) For providing survey grade GPS coordinates for all newly installed water main and fittings and valves and sewer manholes and cleanouts.
- b) For all special scheduling necessary to complete this project in an orderly manner, as dictated by right-of-way acquisition and/or encroachment issuance.
- c) For all necessary and/or required fittings, bends, taps, plugs, blow-offs, reducers and all other appurtenances (valve boxes with concrete pads, etc.) to properly install and completely test the pipe.
- d) For furnishing, placing, and compacting suitable backfill materials as required.
- e) For all erosion control measures for which there is no separate pay item.
- f) For correcting any damage which may occur to the road shoulders when there is no separate pay item.
- g) For restoring the site to a condition equal to or better than original conditions.
- h) For compliance with all applicable OSHA regulations.
- i) For traffic control measures for which there is no separate pay item.

SPECIAL PROVISIONS

- j) For disinfection of the water main and disposal of the residual chlorinated water.
- k) For permanent pavement repairs when such repairs are not included in the roadway/stormwater improvement.
- l) For protection of existing utilities (communication pedestals, cables, etc.)
- m) For installing 3-inch wide metallic detectable tape as required by GUC Design Manual.
- a) Tracer Wire
 1. All pressure mains shall be provided tracing wire and test ports in such a manner as to be able to properly trace all mains without loss or deterioration of signal or without the transmitted signal migrating off the trace wire.
 2. Tracer wire shall be copperhead® steel core copper wire #12 AWG with high density polyethylene coating or equal. It shall be adequately secured or fastened to the pipe in the 3 O-Clock position.
 3. The tracer wire shall be securely bonded together at all wire joints with an approved industrial crimp connector to provide electrical continuity. It shall be accessible at all tracer wire test ports.
 4. Test ports shall be located adjacent to all valves, branches and ties back into the existing system as shown symbolically on the Drawings. The test port shall consist of a standard valve box, shall be H-20 traffic load rated flush with grade in non-paved areas and flush with final asphalt or concrete pavement elevation. The valve box shall be equipped with a lid stamped "TS". At each test port, a loop of wire shall be brought up and looped inside the box. The loop of wire inside the box shall be a minimum of three feet.
 5. Contractor shall perform a continuity test on all tracer wire in the presence of the Owner or Owner's representative. If the tracer wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of wire at his own expense.

SPU-01, 4-INCH DIAMETER RESTRAINED JOINT DUCTILE IRON WATER MAIN

Description

The unit price bid in the Proposal shall include the cost of all materials, equipment, labor and all else required to install a ductile iron water main, thickness class 50 and backfill trench complete, in accordance with plans, specifications and GUC Manual or as directed by the Engineer.

This item shall also include but not be limited to the cost of the following:

- a. For all temporary restrained joint fittings, valves, valve boxes, piping, blow-offs, polyethylene Encasement and any other appurtenances required to properly install and test the pipe.
- b. For bedding as described in the GUC Design Manual.
- c. For additional construction layout and surveying required for the water main installation.
- d. For all testing, flushing, and disinfection required by the plans and specifications, including the requirements of the GUC Design Manual.
- e. For keeping the pipeline clean and free of debris.
- f. For abandonment of the existing water system in accordance with the plans and specifications, or as directed by the Engineer. Existing Water Mains to be abandoned

SPECIAL PROVISIONS

- shall have their disconnected ends sealed with an approved water tight plug.
- g. Sheeting and Shoring, dewatering, and compaction.
- h. Tracer Wire, Test Ports, valve boxes with lids stamped with “TS”

MEASUREMENT

The quantity of water main measured will be paid for according to the actual number of linear feet installed and accepted.

PAYMENT

The quantity of water main measured as provided above will be paid for at the contract unit price per linear foot for “4-inch Diameter Restrained Joint Ductile Iron Water Main”.

Payment will be made under:

4-INCH DIAMETER RESTRAINED JOINT DUCTILE IRON WATER MAIN..... LF

SPU-02, 6-INCH DIAMETER RESTRAINED JOINT DUCTILE IRON WATER MAIN

DESCRIPTION

The unit price bid in the Proposal shall include the cost of all materials, equipment, labor and all else required to install a ductile iron water main, thickness class 50 and backfill trench complete, in accordance with plans, specifications and GUC Manual or as directed by the Engineer.

This item shall also include but not be limited to the cost of the following:

- i. For all temporary restrained joint fittings, valves, valve boxes, piping, blow-offs, polyethylene Encasement and any other appurtenances required to properly install and test the pipe.
- j. For bedding as described in the GUC Design Manual.
- k. For additional construction layout and surveying required for the water main installation.
- l. For all testing, flushing, and disinfection required by the plans and specifications, including the requirements of the GUC Design Manual.
- m. For keeping the pipeline clean and free of debris.
- n. For abandonment of the existing water system in accordance with the plans and specifications, or as directed by the Engineer. Existing Water Mains to be abandoned shall have their disconnected ends sealed with an approved water tight plug.
- o. Sheeting and Shoring, dewatering, and compaction.
- p. Tracer Wire, Test Ports, valve boxes with lids stamped with “TS”

MEASUREMENT

The quantity of water main measured will be paid for according to the actual number of linear

SPECIAL PROVISIONS

feet installed and accepted.

PAYMENT

The quantity of water main measured as provided above will be paid for at the contract unit price per linear foot for “6-inch Diameter Restrained Joint Ductile Iron Water Main”.

Payment will be made under:

6-INCH DIAMETER RESTRAINED JOINT DUCTILE IRON WATER MAIN..... LF

SPU-03. RESILIENT WEDGE GATE VALVE AND BOX

DESCRIPTION

This item includes furnishing all materials, equipment, and labor required to install resilient wedge gate valves, complete with valve box, and all other appurtenances, as specified and as shown on the Plans and Standard Details and GUC Manual, and also includes the following items:

- (a) For all special scheduling necessary to complete this project in an orderly manner, as dictated by right-of-way acquisition and/or encroachment issuance.
- (b) For all necessary and/or required fittings, bends, taps, plugs, blow-offs, reducers and all other appurtenances (valve boxes with concrete pads, etc.) to properly install and completely test the pipe.
- (c) For furnishing, placing and compacting suitable backfill materials as required.
- (d) For all erosion control measures for which there is no separate pay item.
- (e) For correcting any damage which may occur to the road shoulders when there is no separate pay item.
- (f) For restoring the site to a condition equal to or better than original conditions.
- (g) For compliance with all applicable OSHA regulations.
- (h) For traffic control measures for which there is no separate pay item.
- (i) For disinfection of the water main and disposal of the residual chlorinated water.
- (j) For permanent pavement repairs when such repairs are not included in the roadway/stormwater improvement.

MEASUREMENT

The quantity of Resilient Wedge Gate Valves and Boxes measured will be paid for according to the actual number of valves and associated valve boxes installed and accepted.

PAYMENT

SPECIAL PROVISIONS

Payment will be made under:

6-INCH RESILIENT WEDGE GATE VALVE AND BOX	EA
6-INCH RESILIENT WEDGE GATE VALVE AND BOX	EA
8-INCH RESILIENT WEDGE GATE VALVE AND BOX	EA

SPU-04, DUCTILE IRON FITTINGS

DESCRIPTION

This item includes furnishing all materials, equipment, and labor required to install Restrained Joint Ductile Iron fittings as required by field conditions but not indicated on the Plans, and also includes the following items:

- (a) For all special scheduling necessary to complete this project in an orderly manner, as dictated by right-of-way acquisition and/or encroachment issuance.
- (b) For all necessary and/or required fittings, bends, taps, plugs, couplings, blow-offs, reducers and all other appurtenances to properly install and completely test the pipe.
- (c) For furnishing, placing and compacting suitable backfill materials as required.
- (d) For all erosion control measures for which there is no separate pay item.
- (e) For correcting any damage which may occur to the road shoulders when there is no separate pay item.
- (f) For restoring the site to a condition equal to or better than original conditions.
- (g) For compliance with all applicable OSHA regulations.
- (h) For traffic control measures for which there is no separate pay item.
- (i) For disinfection of the water main and disposal of the residual chlorinated water.
- (j) For permanent pavement repairs when such repairs are not included in the roadway/stormwater improvement.

PAYMENT

Payment will be based on the AWWA weights for compact fittings of Additional Ductile Iron Fittings, including glands, and will also include an adjustment (deduction) for fittings shown on the plans and not installed.

DUCTILE IRON FITTINGS.....	LBS
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SPU-05, REMOVAL AND DISPOSAL OF AC WATER MAIN

DESCRIPTION

This item includes furnishing all material, equipment, and labor required to properly remove and dispose of the AC Water Main per NCDOT Section 1530.

SPECIAL PROVISIONS

MEASUREMENT

Each AC Water Main that is removed and disposed will be measured on a contract unit per linear foot for the size of pipe upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Removal and Disposal of AC Water Main” in accordance with the plans and provisions will be paid for per linear foot of removed pipe. This price and payment will be full compensation for all materials, labor, and equipment necessary to complete the removal.

Payment will be made under:

REMOVAL AND DISPOSAL OF 6-INCH AC WATER MAIN LF

SPU-06. DUCTILE IRON GRAVITY SEWER

DESCRIPTION

The unit price bid in the Proposal shall include the cost of all materials, equipment, labor and all else required to install ductile iron pipe, thickness class 50, epoxy lined, and backfill trench complete, in accordance with plans, specifications and GUC Manual or as directed by the Engineer.

This item shall also include but not be limited to the cost of the following:

- a) For all temporary restrained joint fittings, valves, valve boxes, piping, blow-offs, and any other appurtenances required to properly install and test the pipe.
- b) For bedding as described in the GUC Design Manual.
- c) For additional construction layout and surveying required for the sanitary sewer installation.
- d) For all testing required by the plans and specifications, including the requirements of the GUC Design Manual.
- e) For keeping the pipeline clean and free of debris.
- f) Sheeting and Shoring, dewatering, and compaction.

MEASUREMENT

The quantity of sewer main measured will be paid for according to the actual number of linear feet installed and accepted.

PAYMENT

The quantity of sewer main measured, as provided above, will be paid for at the contract unit price per linear foot for Ductile Iron Gravity Sewer installed and accepted.

SPECIAL PROVISIONS

Payment will be made under:

8-INCH DIAMETER DUCTILE IRON GRAVITY SEWER (0'-6' DEPTH) LF
8-INCH DIAMETER DUCTILE IRON GRAVITY SEWER (6'-8' DEPTH) LF
10-INCH DIAMETER DUCTILE IRON GRAVITY SEWER (6'-8' DEPTH) LF

SPU-07. REMOVE AND DISPOSE OF EXISTING GRAVITY SEWER

DESCRIPTION

This item includes furnishing all material, equipment, and labor required to properly remove and dispose of existing gravity sewer lines per NCDOT Section 1530.

MEASUREMENT

Each Existing Gravity Sewer that is removed and disposed will be measured on a contract unit per linear foot and independent of joint type or any concrete collar/blocking of pipe upon completion and acceptance by the Engineer.

PAYMENT

Payment for "Remove and Dispose of Existing Gravity Sewer" in accordance with the plans and provisions will be paid for per linear foot of removed pipe. This price and payment will be full compensation for all materials, labor, and equipment necessary to complete the removal.

Payment will be made under:

REMOVE AND DISPOSE OF EXISTING GRAVITY SEWER..... LF

SPU-08. REMOVE EXISTING MANHOLE

DESCRIPTION

This item includes furnishing all material, equipment, and labor required to properly remove an existing manhole per NCDOT Section 1530.

MEASUREMENT

Each manhole to be removed will be measured on a contract unit per each and depth basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for "Remove Existing Manhole" in accordance with the plans and provisions will be

SPECIAL PROVISIONS

paid for per each unit and depth. This price and payment will be full compensation for all materials, labor, and equipment necessary to complete the removal.

Payment will be made under:

REMOVE EXISTING MANHOLE..... EA

SPU-09. CONNECTION OF PROPOSED GRAVITY SEWER TO EXISTING MANHOLE

DESCRIPTION

This item includes all labor, material, tools and equipment to connect proposed sewer to existing manhole as shown on the Plans or as directed by the GUC Engineer.

MEASUREMENT

Each proposed gravity sewer connected to existing manhole will be measured on a contract unit per each, by size, and material basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Connection of Proposed Gravity Sewer to Existing Manhole” installed in accordance with the plans and provisions will be paid for per each connection. This price and payment will be full compensation for labor, materials, tool and equipment to install neoprene or a watertight flexible coupling and miscellaneous hardware, cored opening in existing concrete manhole or neat workman like manner in a masonry manhole, grout, sheeting, bracing, excavation, backfilling, compaction and all other items to connect proposed sewer to existing manhole.

Payment will be made under:

CONNECTION OF PROPOSED GRAVITY SEWER TO EXISTING
MANHOLE EA

SPU-10. CONNECTION OF PROPOSED GRAVITY SEWER TO EXISTING SEWER

DESCRIPTION

This item includes all labor, material, tools and equipment to connect proposed sewer to existing sewer as shown on the Plans or as directed by the GUC Engineer.

MEASUREMENT

Each proposed gravity sewer connected to existing sewer will be measured on a contract unit per each, by size, and material basis upon completion and acceptance by the Engineer.

SPECIAL PROVISIONS

PAYMENT

Payment for “Connection of Proposed Gravity Sewer to Existing Gravity Sewer” installed in accordance with the plans and provisions will be paid for per each connection. This price and payment will be full compensation for labor, materials, tool and equipment to install neoprene or a watertight flexible coupling and miscellaneous hardware, sheeting, bracing, excavation, backfilling, compaction and all other items to connect proposed sewer to existing sewer.

Payment will be made under:

CONNECTION OF DIP GRAVITY SEWER TO EXISTING VCP W/ FERNCO COUPLING EA

SPU-11. SANITARY SEWER LATERAL RECONNECTION TO EXISTING MAIN

DESCRIPTION

This item includes all labor, material, tools and equipment to connect sanitary sewer lateral reconnection to new main as shown on the Plans or as directed by the GUC Engineer.

MEASUREMENT

Each sanitary sewer lateral reconnection to existing main will be measured on a contract unit per each, by material basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Sanitary Sewer Lateral Reconnection to Existing Main” installed in accordance with the plans and provisions will be paid for per each connection. This price and payment will be full compensation for labor, materials, tools equipment, incidentals and all else required for and reconnecting existing sanitary sewer to the newly replaced or rehabilitated sewer main including sheeting, shoring, excavation, dewatering, bedding, compaction, main line wye, up to 10-feet of new pipe, fittings, backfill and testing . Asphalt patching and/or paving will be paid for separately.

Payment will be made under:

PVC SANITARY SEWER LATERAL RECONNECTIONEA

SPU-12. ADDITIONAL SANITARY SEWER SERVICE PIPE

DESCRIPTION

This item includes all labor, material, tools and equipment to install additional sanitary sewer service pipe as shown on the Plans and in the Proposal or as directed by the GUC Engineer.

SPECIAL PROVISIONS

MEASUREMENT

Additional Sanitary Sewer Service Pipe will be measured on a contract unit per linear foot, by size, and material basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Additional Sanitary Sewer Service Pipe” installed in accordance with the plans and provisions will be paid for per linear foot installed. This price and payment will be full compensation for labor, materials, tools equipment, incidentals and all else required for providing additional new pipe, if required, to connect new service to existing service including sheeting, bracing, excavation, dewatering, bedding, compaction, pipe backfill and testing. This unit price applies to both services that connect to the new sewer main and a new manhole and applies if only more than 10-feet is required.

Payment will be made under:

ADDITIONAL SANITARY SEWER SERVICE PIPE 4-INCH DUCTILE IRON PIPE ... LF
ADDITIONAL SANITARY SEWER SERVICE PIPE 6-INCH DUCTILE IRON PIPE...LF

SPU-13. SANITARY SEWER CLEANOUT ASSEMBLY

DESCRIPTION

This item includes all labor, material, tools and equipment to install sanitary sewer cleanout assembly as shown on the Plans and in the Proposal or as directed by the GUC Engineer.

MEASUREMENT

Each Sanitary Sewer Cleanout Assembly will be measured on a contract unit per each, by size, and material basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Sanitary Sewer Cleanout Assembly” installed in accordance with the plans and provisions will be paid for per each installed. This price and payment will be full compensation for labor, materials, tools equipment, incidentals and all else required for installing the sanitary sewer cleanout assembly including sheeting, bracing, excavation, dewatering, bedding, compaction, pipe, fittings, riser pipe, cleanout, cap, reconnection to new and existing lateral piping, backfill and testing, seeding and mulching.

Payment will be made under:

4-INCH PVC SANITARY SEWER SERVICE CLEANOUT ASSEMBLY EA
6-INCH PVC SANITARY SEWER SERVICE CLEANOUT ASSEMBLY..... EA

SPECIAL PROVISIONS

SPU-14. BYPASS SEWER PUMPING

DESCRIPTION

1. Under this item the Contractor is required to design and furnish all materials, labor, equipment, power, fuel, fuel storage, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area as required to construct the project. The contractor is also required to physically monitor the bypass pump operations continuously regardless of redundancy and reliability features that are stipulated for the pumps and controls herein.
2. The design, installation, and operation of the temporary pumping system shall be the Contractor's responsibility throughout the duration of the project. The Contractor shall employ the services of a vendor who can demonstrate to the Engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three (3) years. All components of the temporary bypass pumping system shall be provided to the Contractor by a single vendor.
3. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. Contractor shall be responsible for any fines imposed by local, state, and/or federal agencies for failure to maintain flows or contain spills and/or overflows.
4. The Contractor must coordinate bypass operations with GUC emergency bypass operations during wet weather so as not to cause an upstream overflow or basement backups. Contractor is responsible for controlling flows to avoid downstream overflows.
5. Contractor shall take all precautions necessary to prohibit any wastewater from contacting the ground, flowing into any watercourse, surcharging any manhole or damaging any property.
6. The Contractor shall implement best management practices to prevent and minimize erosion and resultant sedimentation during all bypass pumping activities in accordance with Erosion Control.
7. Contractor's Bid shall be based on providing all bypass pumping operations as required to complete the project.
8. Bypass pumping system shall be capable of pumping the peak wet weather flow of the existing system with 100% redundancy. Peak wet weather flow shall be considered the maximum pipe capacity flow, as calculated using the Manning's equation.
9. Contractor may submit a plan for approval that would allow connection of existing system to new system during non-work hours. Such plan shall ensure a water-tight

SPECIAL PROVISIONS

system. Any clearing of new system from intermittent use before its final acceptance shall be the Contractor's sole responsibility.

10. Contractor shall be responsible for maintaining the interceptor in service without wastewater spills during the entirety of the construction period.

DEFINITIONS

- A. "Interruption in operations" is defined as any activity that will result in a change in the current method of operation. Contractor shall request such "interruption of operations" from the Owner in writing no less than three (3) weeks in advance with a subsequent written confirmation of date and time ninety six (96) hours in advance.
- B. "Partial Utilization", "Substantial Completion", and "Warranty Period for Items in Continuous Service": Refer to the Contract Documents for definition.
- C. The terms "open, close, start, stop, operate, verify, energize, de-energize, transfer, switch-over, etc" when used in conjunction with equipment that is in-service or about to be placed in-service is understood to mean: The Owner's operation or maintenance staff shall perform the operation upon written request from the Contractor.
- D. The term "operational test" refers to the period of specified duration that the installed system is tested to verify operational integrity of a system.
- E. "Low Flow Period" refers to the time of day when the wastewater system flow rate reaches the diurnal minimum. It occurs between the hours of 3 AM and 8 AM.

SUBMITTALS

- A. Bypass Sewer Pumping Plan: The Contractor shall submit to the Engineer for review and approval detailed drawings and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. The bypass sewer pumping plan shall be certified by a North Carolina professional engineer and submitted at least 30 days prior to beginning bypass pumping operations. Submittal will be in accordance with GUC Design Manual, Submittal Procedures, and shall be submitted concurrently with the Sequence of Construction Plan per Section B 1.b, below. The plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed and approved by the Engineer. The plan shall include, but is not limited to, the following details:
 - 1) Detailed drawings showing staging area, access route, site elevations, proposed pumping system and means of providing protection to the bypass system for each

SPECIAL PROVISIONS

- phase of the bypassing operation.
- 2) Plugging methods and types of plugs
 - 3) Number and size of pumps and basis of selection
 - 4) Number, size, material, method of installation, and location of suction piping
 - 5) Number, size, material, method of installation, and location of discharge piping
 - 6) Bypass pump sizes, capacity, number of each size to be on site, and power requirements
 - 7) Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range are to be submitted)
 - 8) Standby power generator size (if necessary), location
 - 9) Thrust and restraint block sizes and locations
 - 10) Sections showing suction and discharge pipe depth, embedment, select fill, and special backfill, if applicable
 - 11) Method of noise control for each pump and/or generator and the decibel rating of each
 - 12) Any temporary pipe supports and anchoring required
 - 13) Design for access to bypass pumping locations indicated on the drawings
 - 14) Selection of bypass pumping pipe size and material (include method of connections to pump and other piping)
 - 15) Schedule for installation of and maintenance of bypass pumping lines
 - 16) Describe how bypass pumping system will be monitored
 - 17) Demonstrate upstream manholes will not overflow from surcharging and that upstream service connections will not be surcharged
 - 18) Show discharge from bypass pump system discharge will not surcharge downstream discharge manhole
 - 19) Show 100% standby for pumps, power, controls, and suction piping.
 - 20) Show force main pipe material and thickness can withstand all normal operating and surge pressures with a safety factor of 2.0
 - 21) Denote any conditions that will cause pumps to lose suction lift (prime) and describe procedures to rectify
 - 22) Show that the emergency switchover from primary to secondary pumping will be automatic should equipment fail
 - 23) Show emergency plan to be used if flooding occurs at work site
 - 24) If Contractor plans to connect the existing flow to the new pipeline during non-work hours or times of wet weather then show means and methods of providing a water tight connect between the existing and new system
 - 25) Show suction and discharge piping is protected from possible damage from varying creek flows and construction activities
 - 26) Show any planned shifting of bypass equipment during construction
 - 27) Provide product information and location(s) if use of road ramps is proposed
 - 28) Provide product information and type of equipment and plans to maintain flow when service laterals are disconnected
- B. Sequence of Construction Plan: Furnish in accordance with GUC Design Manual, Submittal Procedures.
1. Contractor's Sequence of Construction defining work to be performed, including the following items:

SPECIAL PROVISIONS

- a) Schedule showing approximate start date, duration and end date on each phase of construction
 - b) Define activities to be performed by or witnessed by the Engineer and Owner and date on which these activities are to be performed
 - c) Scheduling/timing of manufacturers field services, as specified
2. Provide complete list of equipment and material that is required to perform each segment of work.

MATERIALS

Pump Equipment:

1. Pumps used are to be fully automatic self-priming units that do not require the use of foot valves, vacuum pumps, or diaphragm pumps in the priming system.
2. The pumps shall be diesel powered and shall be equipped with sound attenuation equipment capable of reducing noise to 90 dB.
 - a. Contractor shall be responsible for providing and storing a sufficient quantity of diesel fuel on-site to continually operate the pumps for the duration of the temporary bypass pumping period.
 - b. Contractor shall check the pump fuel levels and shall re-fill the tanks to full capacity on a daily basis.
3. The bypass pumps are to have variable capacity by controlling the speed of the diesel engine. Each pump shall have a separate control panel.
4. Provide pressure and vacuum gauges on the suction and discharge headers.
5. Provide pressure switches to start and stop the pumps and a pressure transmitter to vary the speed of the pumping units.
6. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of the flows.
7. Each pump and driver shall be rated for continuous duty operation over the specified range of conditions without cavitation or overheating, and without excessive vibration or noise. In addition, each pump and driver shall be rated to operate intermittently at shut-off head against a closed discharge valve for periods of not less than 5 minutes without excessive cavitation, overheating, or vibration.
8. All sewer plugs will be pneumatic-type plugs by Cherne Industries, or approved equal.
9. All pumps are to be Godwin Dri-Prime® Automatic self-priming pumps as manufactured by Godwin Pumps of America, Inc., or approved equal.
10. Discharge piping shall be constructed of steel, ductile iron, or polyethylene pipe with positive, restrained joints. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and

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by specific permission from the Engineer.

Service Lateral Disconnection:

- A. Disconnected sewer service lateral connections shall be accommodated by bypass pumping or containment of the flow from time of disconnection to time of reconnection. This shall be accomplished by a mechanical pump and manifold system or by a watertight storage system such as a bladder tank system. The storage system shall be capable of holding adequate sewage from each sewer service lateral connection for a period of 24 hours. Each storage system shall be emptied or pumped during each 24-hour period and properly disposed of.

CONSTRUCTION METHODS

- A. Wastewater system operational requirements take precedence over Contractor activities. Therefore, interruption of wastewater system operations must be coordinated with Owner and are subject to operational requirements of Owner.
- B. All bypass pumping operations shall be contained within permanent or temporary easements unless shown otherwise on the Plans.
- C. The Contractor shall have qualified personnel on site at all times that bypass pumping is being utilized.

PREPARATION

- A. The Contractor is responsible for locating any existing utilities in the area where the Contractor selects to locate the bypass pumps and pipelines. The Contractor shall locate his bypass pumps and pipelines to minimize any disturbance to existing utilities and not block access to existing utilities. Contractor shall obtain approval of the pump and pipeline locations from the Owner and the Engineer.
- B. Contractor is responsible for coordination with all other portions of work.
- C. During bypass pumping operations, the Contractor shall protect the wastewater system, including the interceptor and manholes, from damage inflicted by his equipment and operations. The Contractor shall be responsible for all physical damage to the wastewater system caused by human or mechanical failure related to his work.
- D. Contractor shall keep spare parts for pumps and piping on-site as outlined above. Adequate hoisting equipment for each pump and accessories shall be maintained on the site during all bypassing operations.
- E. The Contractor shall provide for utilities and services for his own operations. The Contractor shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the Work.
- F. Contractor shall coordinate with governing authority to utilize existing storm pipes and culverts for carrying water-tight bypass piping to cross under existing roads and thoroughfares. Contractor shall be responsible for any damages and restoration of the storm pipe and/or culvert and removal of any debris or sediment that may become blocked by the bypass pipe. Contractor shall temporarily connect new sewer to the existing sewer in the event flooding is anticipated and remove bypass pipe so it does not

SPECIAL PROVISIONS

impact hydraulic performance or the storm pipe or culverts.

INSTALLATION AND REMOVAL

- A. Installation and removal will be in accordance with the approved Bypass Sewer Pumping Plan and the approved Sequence of Construction Plan. Any modifications to the approved Plans shall be submitted to the Engineer at least two (2) weeks prior to proposed modification. Any significant modification may require a coordination meeting with Engineer and Owner.
- B. The Contractor shall pipe sections or make connections to the existing interceptor and construct temporary bypass pumping structures only at the access location and as may be required to provide an adequate suction conduit.
- C. The temporary bypass pumping system shall be tested in accordance with Article 3.04, Paragraph A, before placing the system in operation. Owner and Engineer retain the right to require the Operation Test be performed with water prior begin pumping sewage. Testing periods shall occur only between the work hours outlined in the contract documents. Testing of bypass pumping system shall NOT be allowed Friday through Sunday, on the Owner's scheduled Holidays, or on the day immediately prior to an Owner's scheduled Holiday.
- D. Plugging or blocking of wastewater flows shall incorporate primary and secondary plugging devices. When plugging or blocking is no longer needed for performance of the work, the plugs are to be removed in a manner that permits the wastewater flow to slowly return to normal without surge, surcharging, or causing other major disturbances downstream.
- E. Before the bypass pumping system is disconnected, either to be moved to the next section or at the completion of the work, the Contractor shall discharge sewerage remaining in the bypass discharge piping and pumping equipment into the working sanitary sewer.
- F. At the conclusion of the bypass pumping operation and once written permission is granted by the Owner and Engineer, Contractor shall remove all temporary bypass components and restore the site to original conditions to the satisfaction of the Owner and Engineer.

QUALITY CONTROL AND MAINTENANCE

- A. Pressure Test: Contractor, with assistance from the pump supplier, shall perform low pressure air testing at a minimum test pressure of 5 psi . Test will display no leakage for a minimum of 15 minutes.
- B. Operation test: Contractor shall operate the temporary bypass pumping system for as long as necessary to demonstrate reliable operation of the entire system, including but not limited to pumps and controls, to the satisfaction of the Owner and Engineer.
- C. Inspection: During the time the Contractor is working at the project site, Contractor shall inspect the bypass pumping system at the start of each work day to ensure that the system is working correctly and shall keep a written log of the pump inspection results.
- D. Maintenance Service: Contractor shall insure that the temporary pumping system is properly maintained and a responsible and competent mechanic/operator shall be on call at all times system is operational.

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MEASUREMENT AND PAYMENT

There will be no separate payment for Sewer Bypass Pumping and all associated costs will be considered incidental to the cost of the pipe installation.

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PROJECT SPECIAL PROVISIONS

EROSION CONTROL

SP-35 PERMANENT FERTILIZER, SEEDING, AND MULCHING:

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated on the plans. During periods of overlapping dates, the kind of seed to be used shall be determined.

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Payment will be made under:

Pay Item	Pay Unit
Permanent Fertilizer, Seeding, and Mulching	SY

SP-36 TEMPORARY FERTILIZER, SEEDING, AND MULCHING:

Fertilizer shall be the same analysis as specified for *Permanent Fertilizer, Seeding, And Mulching Seeding and Mulching* and applied at the rate of 400 pounds per acre and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

Payment will be made under:

Pay Item	Pay Unit
Temporary Fertilizer, Seeding, and Mulching	SY

SP-37 FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

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Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

No separate payment will be made for this work.

SP-38 MOWING:

The minimum mowing height on this project shall be 4 inches.

No additional payment will be made for this work.

SP-39 NATIVE GRASS SEEDING AND MULCHING:

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the *channel stabilization* shall be seeded by a method that does not alter the typical cross section of the stream bank. (*See sheet for further details on plantings and seeding in the channel stabilization area.*) Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

March 1 - August 31

September 1 - February 28

18#	Creeping Red Fescue	18#	Creeping Red Fescue
6#	Indiangrass	6#	Indiangrass
8#	Little Bluestem	8#	Little Bluestem
4#	Switchgrass	4#	Switchgrass
25#	Browntop Millet	35#	Rye Grain
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen Boreal Epic Cindy Lou

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant

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food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Temporary Seeding

Fertilizer shall be the same analysis as specified for *Permanent Fertilizer, Seeding, and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

Fertilizer Topdressing

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

Supplemental Seeding

The kinds of seed and proportions shall be the same as specified for Permanent Fertilizer, Seeding, and Mulching, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

Measurement and Payment

Native Grass Seeding and Mulching will be measured and paid in square yards, measured along the surface of the ground completed and accepted. No direct payment will be made for furnishing and applying limestone and fertilizer as such work and materials will be incidental to the work covered by Native Grass Seeding and Mulching.

Payment will be made under:

Pay Item	Pay Unit
Native Grass Seeding and Mulching	SY

Native Grass Seeding and Mulching will be measured and paid for in accordance with Article

SPECIAL PROVISIONS

1660-8 of the Standard Specifications.

SP-40 MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

SP-41 STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

SP-42 WASTE AND BORROW SOURCES:

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/Contract_e_dReclamationProcedures.pdf

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

SP-43 PEDESTRIAN FENCE/TREE PROTECTION FENCE

Description

Pedestrian Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence around all construction areas and in accordance with the special provision included herein. Not all specific locations are shown on the plans; the Contractor is responsible for installing sufficient fencing to prevent public traffic through work zones.

Pedestrian Fence shall also be used as tree protection fence. In these locations pedestrian fence shall consist of the protection of selected trees, shrubs, or other woody plants. Fencing shall encompass the plants or trees to the drip-line. A warning sign shall be attached to the fence

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stating “Tree Protection” Deviations from this must be approved by the Engineer.

Sections of pedestrian fencing shall be installed within two working days following mobilization operations and prior to clearing. Unless prior approval is received from the Engineer, failure to install the fence as specified herein will result in stoppage of all operations until the necessary pedestrian fence is installed.

Materials

Polyethylene or polypropylene fence shall be a highly visible preconstructed pedestrian fence approved by the Engineer. The fence material shall have an ultraviolet coating and be a minimum of 48” high.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length. Steel posts shall have bright orange rebar caps.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

Pedestrian fencing shall be installed prior to beginning any construction on this project. Before beginning work, the contractor shall meet with the consultant at the site to review all work procedures, access routes, storage areas, and tree protection measures. The fencing shall be maintained in place until all construction operations in that particular area are complete. Fences may not be relocated or removed without the written permission of the consultant. At completion, only light grading equipment such as small agricultural tractors shall be allowed on the plants' roots.

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position. Posts shall be installed a minimum of 2 ft. into the ground. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the pedestrian fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the pedestrian fence. All stakeouts for pedestrian fence shall be considered incidental to the work being paid for as “Construction Surveying”, except that where there is no pay item for construction surveying, all pedestrian fence stakeout will be performed by state forces.

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The Contractor shall be required to maintain the pedestrian fence in a satisfactory condition for the duration of the project as determined by the Engineer.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

In locations pedestrian fence is used as tree protection fence, do not store construction materials, debris, excavated material, or equipment within the fence line or root zone of existing trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems. All underground utilities and drain lines shall be routed outside of the tree protection zone. If lines must traverse the protection area, they shall be bored under the tree. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6 inches of mulch or gravel shall be created to protect the soil. The road bed material shall be replenished as necessary to maintain a 6-inch depth.

Additional tree pruning required for clearance during construction must be performed by a qualified arborist and not by construction personnel. Any grading, construction, demolition or other work that is expected to encounter tree roots must be monitored by the consulting arborist. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw. Should injury to a tree occur during construction, it should be evaluated as soon as possible by the consultant so that the appropriate treatments can be applied.

Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expense. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

Do not allow fires under or adjacent to remaining trees or other plants.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site as (approved by the engineer) to complete the work.

Measurement and Payment

Pedestrian/Tree Protection Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, warning signs, tree repair, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Pedestrian/Tree Protection Fence	Linear Foot

SP-44 CONCRETE WASHOUT STRUCTURE:

Description

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CEDAR LANE DRAINAGE
IMPROVEMENTS

SPECIAL PROVISIONS

Concrete washout structures are watertight enclosures constructed above or below grade to contain concrete waste on construction sites. Concrete waste can include concrete waste water from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete waste also includes concrete slurries from concrete saw cutting, coring, grinding, grooving operations, or hydro-concrete demolition. Concrete washouts must prevent the discharge of concrete waste materials to storm drainage systems, surface waters, wetlands, and buffers. Work for above grade washout structures includes gathering high cohesive and low infiltration soil to construct an above grade earthen berm basin. Work also includes preparing a rock and debris free soil base inside this earthen basin, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner basin perimeter. Work for below grade washout structures includes preparing a rock and debris free soil base, excavation of a basin with non-vertical side slopes, installing a geomembrane liner in the basin, and then placing sandbags along the entire polypropylene liner excavation perimeter. Construct a gravel pad with Class A stone and a geotextile under liner to provide a defined access path to the concrete washout structures. Install pedestrian fence around the perimeter of the concrete washout structures.

Materials

Item	Section
Borrow Material	1018
Stone for Erosion Control, Class A	1042
Geotextile for Drainage, Type 2	1056

The geomembrane basin liner shall meet the following minimum physical properties for low permeability, polypropylene or polyethylene geomembranes:

Property	Test Method	Value	Unit
Thickness, nominal		10	mil
Weight		0.04	lbs./ft ²
*1" Tensile Strength	ASTM D-751	52	lbf.
Elongation at Break	ASTM D-751	600	%
*Grab Tensile	ASTM D-751	70	lbf.
*Trapezoid Tear	ASTM D-4533	55	lbf.
Hydrostatic Resistance	ASTM D-751	70	lb./in ²
Water Vapor Transmission Rate	ASTM E-96 Procedure B	0.03	gal/100in ² /day
Perm Rating	ASTM E-96 Procedure B	0.066	U.S. Perms

***Tests are an average of diagonal directions.**

Pedestrian Fence shall meet the specifications as provided elsewhere in this contract.

CONSTRUCTION METHODS

SPECIAL PROVISIONS

Above Grade Structures

Assemble high cohesive and low infiltration soil to build an enclosed earthen berm for an above grade concrete washout basin in accordance with the details and as directed. Construct the height, length, and width of the earthen berm according to the detail. Slope the interior and exterior walls of the earthen berm at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the basin to completely cover any exposed soil to create a water tight concrete washout basin. Extend the geomembrane lining from inside the basin floor, up the earth slope of the basin and extend, overlay, and wrap outside the earthen berm. Trench the toe of the geomembrane lining into an eight inch depth trench and then backfill and tamper with soil.

Below Grade Structures

Excavate an area for concrete washout in accordance with the details and as directed. Excavate to a minimum depth of 3 feet. Slope the interior walls of the excavated area at 1:1 and then compact to provide structural stability and contain concrete washout liquids and solid materials until evaporation, curing, extraction, or final removal.

The geomembrane liner will be of sufficient width and length so there will be no seams. Install the geomembrane lining by overlaying it in the excavated area to completely cover any exposed soil to create a watertight impoundment. Extend the geomembrane lining from the excavation floor, up the interior slope of the excavated basin and beyond the outside perimeter of the excavation.

Prepare the soil base to be free of rocks or other debris that may cause holes or tears in the geomembrane lining.

Install pedestrian fence around the perimeter of the concrete washout structures in accordance with the *Pedestrian Fence* special provision.

Construct a stone gravel pad with Class A stone (or other approved aggregate material) and a geotextile liner to provide a defined access path to the concrete washout structure. Construct the stone gravel pad according to *Roadway Standard Drawings* No. 1607.01 and Section 1607 of the *Standard Specifications*. Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/

SPECIAL PROVISIONS

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage (i.e. tears in geomembrane liner, missing sand bags) and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. If appropriate and possible, reuse the geomembrane liner, the sandbags, pedestrian fence, the Class A stone, and the geotextile. Otherwise, properly dispose of items. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be measured and paid for by counting the actual number of washout structures installed and maintained on the project. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance and removal of concrete washout structures, grading and seeding and mulching area. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

SP-45 CONSTRUCTION ENTRANCE:

DESCRIPTION

This item includes all labor, material, tools and equipment to install Construction Entrance as shown on the Plans and in the Proposal or as directed by the Engineer.

MEASUREMENT

Construction Entrance will be measured on a contract unit per each basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Construction Entrance” installed in accordance with the plans and standard details will be paid for by each. This price and payment will be full compensation for all materials and

SPECIAL PROVISIONS

labor to install Construction Entrance as shown on Plans.

Pay Item	Pay Unit
Construction Entrance	Each

SP-46 INLET PROTECTION:

DESCRIPTION

This item includes all labor, material, tools and equipment to install Inlet Protection as shown on the Plans and in the Proposal or as directed by the Engineer.

MEASUREMENT

Inlet Protection will be measured on a contract unit per each basis upon completion and acceptance by the Engineer.

PAYMENT

Payment for “Inlet Protection” installed in accordance with the plans and standard details will be paid for by each. This price and payment will be full compensation for all materials and labor to install Construction Entrance as shown on Plans.

Pay Item	Pay Unit
Inlet Protection	Each

SP-47 SILT FENCE

DESCRIPTION

Silt (or sediment) Fence shall consist of furnishing materials, installing and maintaining silt fence as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and as detailed in Section 6.62 of the NC ESCPDM.

Silt fences shall be installed below small disturbed areas that are less than ¼ acre disturbed per 100-feet of fence when slopes are less than 2%. Contractor shall refer to Table 6.62a in the NC ESCPDM for criteria. Silt fence shall not be installed across streams, ditches, or waterways or other areas of concentrated flows. Silt fence shall be stable for the 10-year peak storm runoff.

MATERIALS

Silt fence shall be a woven geotextile filter fabric made specifically for sediment control. Filter

SPECIAL PROVISIONS

fabric shall not rot when buried and shall resist attack from soil chemicals, alkalines and acids in the pH range from 2 to 13, and shall resist damage due to prolonged ultraviolet exposure. Filter fabric shall be C-50NW as manufactured by Contech Earth Stabilization Solutions, GT 142 as manufactured by SKAPS Industries, Soiltex ST 120N as manufactured by Geo-Synthetics, Inc., or approved equal.

Fabric shall meet the following specifications:

Temporary Silt Fence Material Property Requirements

	Test Material	Units	Supported¹ Silt Fence	Un-Supported¹ Silt Fence	Type of Value
Grab Strength	ASTM D 4632	N (lbs)			
Machine Direction			400 (90)	550 (90)	MARV
x-Machine Direction			400 (90)	450 (90)	MARV
Permittivity ²	ASTM D 4491	sec-1	0.05	0.05	MARV
Apparent Opening Size 2	ASTM D 4751	mm (US Sieve #)	0.60 (30)	0.60 (30)	Max. ARV ³
Ultraviolet Stability	ASTM D 4355	% Retained Strength	70% after 500 hours exposure	70% after 500 hours exposure	Typical

Notes:

1. Silt Fence support shall consist of 14 gage steel wire with a mesh spacing of 150 mm (6 inches), or prefabricated polymer mesh of equivalent strength.
2. These default values are based on empirical evidence with a variety of sediment. For environmentally sensitive areas, a review of previous experience and/or site or regionally specific geotextile tests in accordance with Test Method D 5141 should be performed by the agency to confirm suitability of these requirements.
3. As measured in accordance with Test Method D 4632.

The synthetic filter fabric shall consist of at least 95% by weight of polyolefins or polyester, certified by the manufacturer, and as specified by Section 6.62 of the NC ESCPDM.

The posts for silt fences shall be 1.33 lb/linear feet steel with a minimum length of 5 feet; posts shall have projections to facilitate fastening of the fabric.

For reinforcement of standard strength filter fabric use wire fence with a minimum 14 gauge and a maximum mesh spacing of 6 inches.

CONSTRUCTION METHODS

All installation and maintenance shall be conducted in accordance with this specification and the NC ESCPDM. In the event of a discrepancy between this specification, Manufacturer’s recommendations and the NC ESCPDM, the more stringent requirements shall take precedence.

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If applicable, all requirements of the NPDES Permit shall be followed. In the event of a discrepancy between this specification and the NPDES Permit requirements, the more stringent requirements shall take precedence.

If possible, erosion and sedimentation control devices shall be established prior to clearing operations in a given area. Where such practice is not feasible, the erosion and sedimentation control device(s) shall be established concurrent with the clearing operations or immediately following completion of the clearing operations.

Silt fence shall not be installed across streams, ditches, waterways or other areas of concentrated flow. Silt fence shall be placed at least 6 feet beyond the toe of slope of any embankment or stockpile area to allow space for ponding and maintenance access.

Dig a trench approximately 8 inches deep and 4 inches wide and place the fabric in the bottom of the excavated ditch or use the slicing method to insert the fabric into a cut sliced in the ground with a disc. Ensure that the height of the sediment fence does not exceed 24 inches above the ground surface.

Install posts 4 feet apart in critical areas and 6 feet apart on standard applications when extra strength filter fabric is used. When wire mesh support is used, posts shall be installed a maximum of 8 feet apart. Install posts 2 feet deep on the downstream side of the silt fence, as close as possible to the fabric.

Joints should be avoided along the fencing. When joints are necessary, securely fasten the filter cloth only at a support post with 4 feet minimum overlap to the next post.

Compaction is vitally important for effective results. Compact the soil immediately next to the silt fence fabric with the front wheel of the tractor, skid steer or roller exerting at least 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of 4 trips.

Stabilized outlets for silt fence shall be provided at locations shown on the Contract Drawings. The outlet section shall have a maximum width of 4 feet. The height of silt fence at the outlet shall be a maximum of 1 foot. A 5 foot x 5 foot (minimum) apron of #57 washed stone shall be provided on the downstream side of the silt fence outlet.

Silt fence shall be erected around all catch basins which are located downstream from any construction work unless other inlet protection is specified. Should any catch basins be indicated to be relocated or modified, silt fence shall be utilized until work is completed on the catch basins. Upon completion of the modification, the area shall be rough graded, as shown on the Contract Drawings, until the end of the project, at which time final grading shall occur.

MAINTENANCE AND REMOVAL

The Contractor shall furnish the labor, materials and equipment required for routine maintenance of all erosion and sedimentation control devices. At a minimum, maintenance shall be scheduled

SPECIAL PROVISIONS

as required for a particular device to maintain the removal efficiency and intent of the device. Note that specific maintenance intervals for various measures and practices are specified within the NC ESCPDM. Of the maintenance requirements specified herein and in the NC ESCPDM, the more stringent shall take precedence for each and every sediment and erosion control measure utilized on the site. Maintenance shall include but not be limited to 1) the removal and satisfactory, legal disposal of accumulated sediment from traps or silt barriers and 2) replacement of filter fabrics used for silt fences and stone impaired by sediment in stone filters, gravel construction entrances, etc. Maintenance as noted in items 1) and 2) above shall be performed as required, and at least once every 3 months for the duration of construction activities. Sediment removed from erosion and sedimentation control devices shall be disposed of in locations that will not result in off-site sedimentation as acceptable to the Engineer, at no additional cost to the Owner. If no suitable on-site locations are available, all such sediment will be legally disposed of off site, at no additional cost to the Owner.

The Contractor shall be required to maintain the silt fence in a satisfactory condition until a vegetative ground cover has been established, or for the duration of the project as determined by the Engineer. Replacement of the filter fabric and its associated appurtenances, if required by the Engineer, will be at the Contractor's expense.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site as (approved by the engineer) to complete the work.

Inspect silt fence at least once a week and after each rainfall event. Make any required repairs immediately.

Should the fabric of any silt fence collapse, tear, decompose or become ineffective, replace it promptly. All fabric shall be replaced after the first 6 months of construction activity and every 6 months thereafter until construction activities are complete, unless otherwise directed by the Engineer.

Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized. Removal of any silt fence shall be permitted only with the prior approval of the Engineer or the local governing agency.

MEASUREMENT AND PAYMENT

Silt Fence will be measured and paid as the actual number of linear feet of silt fence installed in place and accepted. Such payment will be full compensation including but not limited to the materials, excavation, backfill, aggregate, etc. and all maintenance and restoration activities required.

Payment will be made under:

Pay Item	Pay Unit
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SPECIAL PROVISIONS

Silt Fence

Linear Foot

SP-48 RIP RAP OUTLET PROTECTION

Description

Construct the rip rap outlet protection in accordance with the plan details, these provisions and the *NCDOT Standard and Specifications*.

Materials

Refer to *Sections 1042 and 1056-4* of the *NCDOT Standard Specifications*.

Item	Section
Rip Rap, Class B	1042
Geotextile for Drainage	1056

Construction Methods

Refer to *Section 876-3* of the *NCDOT Standard Specifications*.

Measurement and Payment

The quantity to be measured and paid for Rip Rap Outlet Protection shall be the actual weight measured in tons of Rip Rap based on certified weight delivery tickets and installed as shown on the Construction Drawings, specified herein, and verified by the Engineer. Such payment will be full compensation for all materials, labor, equipment, tools required to furnish and install outlet protection as shown on the Construction Drawings and as specified herein, including but not limited to: rip rap, geotextile, excavation, grading and sub-grade compaction as specified, disposal of any rip rap not incorporated into the project if directed by the City or Engineer; and all else incidental thereto for which separate payment is not provided under other bid items. Payment will only be made for material installed as specified on the Construction Drawings; no payment will be made for stored materials nor when, in the sole opinion of the Owner, proper dewatering methods have not been used.

Payment will be made under:

Pay Item	Pay Unit
Rip Rap, Class B	Ton

SP-49 FILTER BAGS

Description

Filter bags shall consist of furnishing materials, installing, maintaining and legal sediment disposal as shown on the Contract Drawings, at other locations indicated by the Engineer, as specified herein, and in accordance with the NC ESCPDM.

SPECIAL PROVISIONS

Filter bags shall be used in conjunction with dewatering the work area and stormwater pump around/bypass pumping and includes maintenance

Materials

Materials for use in erosion and sedimentation control devices shall be in accordance with the NC ESCPDM.

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

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

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

Construction Methods

Temporary filter bag sediment control bags for use in dewatering and retaining sediment pumped out of active 'dirty' project areas, such as stream restoration projects, where water is pumped from work area, sent through the bag and flow is then released from the bag to discharge on a stable flood plain or other secure area.

Install filter bag on a slope so incoming water flows downhill through the filter bag without creating more erosion. Strap the neck of the filter bag tightly to the discharge hose. To increase the efficiency of filtration, place the bag on an aggregate or hay bale bed to maximize water flow through the surface area of the bag.

The filter bag is full when it no longer can efficiently filter sediment or pass water at a reasonable rate. Flow rates will vary depending on the size of the filter bag, the type and amount of sediment

SPECIAL PROVISIONS

discharged into the filter bag, the type of ground, rock or other substance under the bag and the degree of the slope on which the bag lies. Under most circumstances filter bags will accommodate flow rates of 1500 gallons per minute. Use of excessive flow rates or overfilling filter bag with sediment will cause ruptures of the bags or failure of the hose attachment straps. Damage and replacement costs for improper pumping shall be the responsibility of the Contractor.

Full or partially full silt bags cannot be left in place and must be removed from site and legally disposed. If allowed, the filter bag may be cut open and the contents seeded after removing visible fabric. Filter bag is strong enough to be lifted with added straps. Off-site disposal may be facilitated by placing the filter bag in the back of a dump truck or flatbed prior to use and allowing the water to drain from the bag in place, thereby dismissing the need to lift the filter bag.

Measurement and Payment

There will be no separate payment for Filter Bags and all associated costs will be considered incidental to the cost of the pipe and /or underground structures.

SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

DRAINAGE IMPROVEMENTS

SP-50 GROUT FOR STRUCTURES

DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

SPECIAL PROVISIONS

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

SP-51 STORMWATER DRAINAGE STRUCTURES

DESCRIPTION

Construct stormwater drainage structures (both City of Greenville and NCDOT) including metal grates, covers, frames, steps and other hardware as shown in the plans and in accordance with City

SPECIAL PROVISIONS

of Greenville Manual of Standard Designs and Details, NCDOT 2018 Roadway Standard Drawings, Section 840 of the *NCDOT 2018 Standard Specifications* and this project special provision.

Work covered under this special provision includes construction of Stormwater Drainage Structures as shown on the plan sheets, necessary excavation, dewatering, backfill around the Stormwater Drainage Structures, foundation conditioning material, geotextile fabric, reinforcing steel, concrete, curing agents, joint fillers, joint sealers, mortar, steps, precast concrete drainage structure units, frame and cover.

MATERIALS

Depending on the type of drainage structure called out on the plans (City of Greenville or NCDOT), the materials utilized will be in accordance with the City of Greenville Manual of Standard Designs and Details or NCDOT 2018 Standard Specification Section 840 respectively.

Materials shall be as shown on the plans or described in Article 840-2 of the NCDOT Standard Specifications.

Foundation – A minimum of 1 foot of foundation conditioning material below stormwater drainage structures. Foundation for stormwater drainage structures shall meet the requirements of Section 414 of the Standard Specifications. In addition, Type VI foundation material shall be encapsulated in filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. The filter fabric shall be placed perpendicular to the culvert barrel. Provide sufficient overhang beyond the excavation to allow a minimum lap of 3 feet when the foundation material is placed, and fabric wrapped on top. Perpendicular sections of fabric shall be continuous. A minimum lap of 2 feet shall be provided between sections of fabric. The cost of this work will be included in the unit cost of the structures, no separate payment will be allowed.

SUBMITTALS

Technical product data on each product including brand name and manufacturer.

Shop Drawings:

Standard Fabrication: Indicate structure locations, elevations, sections, equipment support, piping sizes, and elevations of penetrations.

Custom Fabrication: Indicate design, construction and installation details, typical reinforcement and additional reinforcement at openings for each custom type, size and configuration.

Product Data: Submit manhole frames and lids, accessories, component construction, features, configuration, dimensions, and joint data.

SPECIAL PROVISIONS

Fabrication shall not begin until all submittal approvals are received.

CONSTRUCTION METHODS

The construction methods will be in accordance with the City of Greenville Manual of Standard Designs and Details or *NCDOT 2018 Standard Specification* Section 840 respectively.

MEASUREMENT

Stormwater Drainage Structures will be measured and paid in units of each per structure type of the actual number completed and accepted.

PAYMENT

Stormwater Drainage Structures will be paid for on a contract unit of each per structure type. Payment will be full compensation for supplying all materials, labor, and equipment to complete the work in accordance with the plans and this specification.

PAY ITEM

UNIT

Masonry Drainage Structures (NCDOT Std. 840.02)	Each
Masonry Drainage Structures (NCDOT Std. 840.04)	Each
Masonry Drainage Structures (Custom Double CB)	Each
4' Diameter Manhole (COG Std. 612.03)	Each
Frame with Grate (NCDOT Std. 840.04)	Each
Frame with Grate and Hood (NCDOT Std. 840.02)	Each
Frame with Cover (Greenville Std. 614.03)	Each

SP-52 CONCRETE ENDWALL

Description

Work covered in this special provision includes but is not limited to excavation, hauling, disposal of materials, furnishing and placing backfill materials, subsurface drainage, concrete, brick masonry, mortar, handrail, grout, and furnishing and placing reinforcing steel to construct the endwalls and footings (except for those which are specified under standard NCDOT detail drawings) in accordance with the Contract Drawings.

Materials

Installation of the reinforced concrete endwall shall conform to NCDOT Section 838 as well as

SPECIAL PROVISIONS

any requirements of this provision. Backfill shall be Class VI select material as specified in NCDOT Section 1016.

Concrete thickness, reinforcing design, and footer requirements shall be provided by the Contractor or manufacturer and shall be sealed by an North Carolina Registered Professional Engineer. Endwall shall be of dimension as shown on the Contract Drawings and able to accommodate the wall grades shown on the Contract Drawings.

Submittals

The designs of the precast endwall are the responsibility of the Contractor and are subject to review, comments, and approval of the City. The Contractor shall submit two sets of detailed plans for review and include all details in the plans, including the size and spacing of the required reinforcement necessary to build the endwalls. A North Carolina Registered Professional Engineer shall seal the plans and design calculations. The shop drawings must show the proposed openings, if necessary.

The Contractor shall submit the manufacturer’s certification for the endwall and those products to be used in the installation.

All submittals shall be made a minimum of two weeks prior to construction or placing an order for materials for review by the Engineer.

Measurement and Payment

Endwalls will be measured and paid in units of each per structure. Payment will be full compensation for all labor, materials, excavation, bedding, concrete, steel reinforcing, opening for pipe penetration, grouting around proposed pipe, PVC weeps, backfill, compaction, grading, and any other items necessary for concrete endwall construction.

Payment will be made under:

Pay Item	Pay Unit
Concrete Endwall (NCDOT Std. 838.01)	Each

SP-53 REINFORCED CONCRETE PIPE

Description

Where reinforced concrete pipe (RCP) is specified on the Contract Drawings, NCDOT Sections 300 and 310, as modified herein, shall apply.

Article 310-1 shall be deleted and replaced as follows:

SPECIAL PROVISIONS

Furnish and install drainage pipe at locations and size called for in the contract documents. The work includes construction of joints, protection of existing features, and connections to other pipes, endwalls and drainage structures.

Measurement and Payment

Payment will be full compensation for all work covered by this special provision including, but not limited to, furnishing all labor, materials, filter fabric, equipment, excavating, bedding (as shown on Contract Drawings), flowable fill, installation, constructing joints and connections, backfilling and compacting to roadway subgrade, geotextile, foundation conditioning material with geotextile, furnishing project submittals and other incidentals necessary to complete this work. There shall be no separate payment for culvert, filter fabric, bedding, backfill material or any other items required by NCDOT Section 300. Payment will be made under:

Pay Item	Pay Unit
12-INCH RCP, CLASS III	Linear Foot (LF)
15-INCH RCP, CLASS III	Linear Foot (LF)
15-INCH RCP, CLASS IV	Linear Foot (LF)
18-INCH RCP, CLASS III	Linear Foot (LF)
18-INCH RCP, CLASS IV	Linear Foot (LF)
18-INCH RCP, CLASS V	Linear Foot (LF)
24-INCH RCP, CLASS III	Linear Foot (LF)
24-INCH RCP, CLASS IV	Linear Foot (LF)
24-INCH RCP, CLASS V	Linear Foot (LF)
30-INCH RCP, CLASS IV	Linear Foot (LF)
30-INCH RCP, CLASS V	Linear Foot (LF)

SP-54 DRAINAGE PIPE AND DRAINAGE STRUCTURE REMOVAL

Description

For existing drainage pipes or drainage structures (inlets, manholes, etc.) marked on the Contract Drawings as “demolish” or “remove”, NCDOT Section 340, as modified herein, shall apply to this work.

Section 340

Replace “pipe” with “pipe and drainage structure (manholes, inlets, endwalls, etc)” throughout.

Article 340-1

Line 36 shall be deleted

Construction Methods

Article 340-3

SPECIAL PROVISIONS

Lines 17 and 18 shall be deleted

Measurement and Payment

Article 340-4 shall be deleted and replaced as follows:

Drainage Pipe Removal will be measured and paid as the actual number of linear feet of pipe and flared end section, measured to the nearest 0.1 feet that has been removed in accordance with this section.

Drainage Structure Removal Pipe will be measured and paid per each structure that has been removed in accordance with this section.

Payment will be made under:

Pay Item	Pay Unit
DRAINAGE PIPE REMOVAL (RCP)	Linear Foot (LF)
DRAINAGE STRUCTURE REMOVAL	Each (EA)

SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

LANDSCAPING

SP-55 TOPSOIL

Description

The Contractor shall furnish and install Topsoil from off-site sources sufficient to meet the requirements specified herein for all landscape areas and as directed by the Engineer. Topsoil shall be placed over all areas disturbed during construction except those areas which will be paved, graveled or rip rapped.

Requirements

Topsoil shall be a sandy loam based mix free from subsoil, inorganic materials, stones, roots, trash, noxious vegetation, or other extraneous materials large than one and one-half inch in diameter or length.

Submittals

- A. Proposed Topsoil Analysis: Laboratory report indicated soil type, pH organic content, and critical nutrient composition including nitrogen-phosphorus-potassium (N-P-K) for review and approval by Engineer

Execution

Prior to placement of Topsoil, all ornamental planting areas shall be mechanically tilled to a depth of 12" and turfgrass areas tilled to a depth of 5" from finish grade. Topsoil shall be spread in place for lawn and road shoulder seed areas at a 4-inch consolidated depth and at a sufficient quantity for plant beds and backfill for shrubs and trees.

Topsoil shall not be placed in frozen or muddy conditions.

Final surface shall be hand or mechanically raked to an even finished surface to finish grade as shown on Drawings.

All stones, roots over 4-inches, rubbish, and other deleterious materials shall be removed and disposed of.

Protect completed work from compaction during construction.

Measurement and Payment

SPECIAL PROVISIONS

Topsoil will be measured and paid for at the contract unit per cubic yard. Such price and payment will include all materials, tools, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Topsoil.....	Cubic Yard

SP-56 LANDSCAPE PLANTING

DESCRIPTION

This work shall consist of preparing for, installing and maintaining trees and shrubs, which are balled-and-burlapped and/or container-grown and furnishing equipment, materials and labor necessary to complete the work listed herein, directed by the Engineer, and detailed in the Contract Documents. All work covered in this special provision shall be supervised by a professional certified by the NC Landscape Contractors' Registration Board or an individual with a B.S. in Biology or a closely related field with successful planting experience. All balled and burlapped plants shall be installed between October 15 and March 31. All container grown plants shall be installed between September 15 and May 15. Tree planting is not permitted between the dates of June 1 and September 1, or when the ground is frozen.

MATERIAL

The Engineer, or an approved agent, must approve plants before they are installed. Inspection shall be for quality, size and variety only, and shall not in any way impair the right of rejection for failure to meet other requirements during progress of the work. Supply plants as specified in the Contract Documents. Alternate species may be used upon approval by the Engineer. No work shall be performed until the Engineer approves this schedule. Provide the Engineer 48- hour notice of any plant material being delivered to the construction site that is coming from a new supplier, or from a different plant group from the same supplier, which has not been previously inspected. Written approval from the City is required for any substitutions or deviations from the Contract Documents.

The planting stock should be grown by professional plant nurseries located within the same physiographic province (Coastal Plain) or within 200 miles of the project site. The seed sources for the plant material should be obtained from the Coastal Plain. Plant stock may be obtained from nurseries beyond the 200-mile limit if local nursery stock is not available. Plant stock from beyond the 200-mile limit must be approved by the Engineer.

Plants shall be typical of their species and variety, have normal growth habits, have well-developed branches, be densely foliated, be vigorous and have fibrous root systems. Prior to planting, soils surrounding the root system shall be kept moist and plants should be kept out of

SPECIAL PROVISIONS

direct sunlight and wind to prevent desiccation. No plants will be accepted unless they show healthy growth and are free of pests and stress symptoms. All woody plants shall conform to minimum standards for root ball size and container size and plant size and form specified in the American Standard for Nursery Stock (ASNS) (ANSI Z60.1 -2004).

All new trees of large-maturing species must have straight trunks with a single leader intact, unless multi-stem trees are specified. When multi-stem trees are designated in the Plan, they shall have between three and six leaders and evenly distributed. Multi-stems shall be specified by stem caliper and measured according to section 1.3.2.3 of the ASNS-2004. Bark shall be free of abrasions, and all cuts shall be completely callused. Trees will not be accepted which have had their branches shortened, leaders cut or which have leaders damaged so that cutting is necessary.

Coniferous evergreen tree species (Type 4, 5 & 6 – ASNS -2004) shall be specified by total height and may specify caliper. They shall be typical of their species and variety, shall have normal growth habits, shall be sheared to create a full plant if that is the nursery standard for the species.

B&B plants shall be nursery grown and freshly dug. Burlap shall be untreated and biodegradable. All B&B trees shall have a minimum two-inch caliper stem. No plants showing evidence of “made” root balls will be accepted. There shall be no more than three inches of fill over the original root system. B&B plants must have firm, natural balls of earth, and be of sufficient depth to include the fibrous and feeding roots. Plants moved with a ball will not be accepted if the ball is dry, cracked or broken before or during plant operations. All plants of each particular variety shall be uniform in size and configuration, and shall be labeled with correct plant name and size.

Containerized plants shall have a root system sufficient enough in development to hold the soil intact when removed from the container. The root system shall not be root bound a condition where the root system is dense in mass, excessively intertwined and has established a circular growth pattern.

Labels shall be attached securely to all plants, bundles and containers of plant materials delivered. Plant labels shall be durable and legible, stating the correct plant name and size in weather-resistant ink or embossed process lettering. Plants shall conform to measurements specified in the plant lists, except that plants larger than specified may be used if approved by the Engineer. Use of such plants shall not increase the contract price if larger plants are approved. The root ball shall be increased in proportion to the size of the plant in accordance with the American Standards of Nursery Stock.

Protect trees and shrubs at all times from sun, drying winds, and frost. Trees and shrubs that cannot be planted immediately on delivery shall be kept in the shade, well protected from winds and frost and shall be kept well watered.

Topsoil used in the area of plantings shall meet the provisions specified in the respective Special Provision for Topsoil.

SPECIAL PROVISIONS

METHODS

In areas where construction activities has compacted the soil, the soil within a four foot radius of the planting site shall be loosened to a depth of at least eight inches.

All balled-and-burlapped and containerized tree and shrub planting shall be done according to planting details in Plans or as otherwise approved by the Engineer.

Upon delivery, the plantings shall be inspected for the presence of non-native and noxious weed species. Any non-native or noxious weed species found growing in stock containers or soil balls shall be removed prior to planting.

In digging, loading, transporting, unloading, planting or otherwise handling plants, exercise utmost care and use adequate precautions to prevent injury to or drying out of the roots, trunk, or branches. Prevent freezing of the plant roots.

Thoroughly water all plants immediately after planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Apply water only by watering can or open-end hose at a very low pressure and close to the finished grade elevation (i.e. less than one-foot of fall) to avoid air pockets and damage to the roots. When planted, watered and fully settled, the plants shall be vertical and the top of the root ball shall not be below the existing grade. Fill basin with water, being careful not to break down berm with hose stream, or to gouge out holes in the backfill. If sufficient rain is not received to support survivability, water all plantings as often as necessary to keep the plants alive and growing.

Newly planted trees and shrubs shall not be pruned except to remove broken branches, street/sidewalk obstructions and to correct irregularities, including removal of sucker growth. This pruning shall be done only at the direction of the Engineer. Any pruning shall be carried out by proper arboricultural standards and in accordance with ANSI A300 for Tree Care Operations –Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning).

There is to be no wrapping of tree trunks. Any wrapping from the nursery to protect the trees in transit shall be left on the trunk until it is planted, and then all tree wrapping must be removed.

Within two days after planting, all individual tree and shrub pits located within landscapes shall be mulched using hardwood mulch. Plantings within native, natural and riparian areas shall not require mulching, however, herbaceous weed competition shall be controlled for the warranty period. Weed competition may be eliminated by hand-pulling or hand-cultivation or by the careful and selective use of post-emergence non-selective foliar herbicide sprays.

Do not remove name tags attached to installed plants until final inspection.

Install plants in locations specified in the Contract Documents. All newly installed trees and shrubs, including bare-roots, containerized and ball-and-burlap trees and shrubs shall be marked after installation by securing with a square knot one piece of colored plastic flagging, which shall

SPECIAL PROVISIONS

be approximately two feet in length and two inches in width, loosely around the central leader approximately one half way up the height of the plant. This shall remain in place until all plants are inspected and accepted at the one year warranty. At that time it shall be the responsibility of the Contractor to remove the flagging.

No excavation or planting shall be done in soil that, in the opinion of the Engineer, is too wet, too dry or not properly conditioned as provided in these specifications.

Open pits shall not be left unattended, or shall be fenced with high visibility fencing, if in the Contractor determines it necessary to take these actions to prevent accidental injury.

Mechanical support for trees shall be required when the tree is tall, slow to recover, heavily foliated, or planted in a sandy site and for all trees 2" caliper or larger. It shall be the decision of the Contractor to determine if conditions require staking of trees and shrubs smaller than 2" caliper. Any unsupported small tree that does not maintain its vertical position, will be replanted by the Contractor into a vertical position and then staked. Staking shall be in accordance with standard landscape practices and within the tolerance that is shown on the plans. Any support provided to a tree shall be removed by the Contractor at their expense at the end of the one-year warranty period or earlier if the tree becomes established before one-year.

WARRANTY

All trees and shrubs installed by the Contractor shall be assessed by the Engineer, or representative thereof, at the end of the same planting season they were installed. One hundred percent of the trees and shrubs must be installed correctly and still be alive at the time this assessment is completed. If dead plant material is found, the Contractor is responsible for replacing that material before the completion of that planting season. At the completion of the first full growing season following planting, trees and shrubs planted by the Contractor will be assessed by the Engineer or representative thereof again. If 85% of installed plants do not survive, with acceptable survival being defined by two-thirds of the canopy remaining alive, then the Contractor shall remove the dead plant material and plant new shrubs and trees at the Contractor's expense. If any of the trees specified to be 2 inches or larger in diameter do not survive (i.e. 100% warranted), then the Contractor shall remove the dead plant material and plant new tree(s) at the Contractor's expense. The newly planted shrubs and trees will begin a new warranty period to be assessed at the conclusion of the next full growing season. Survival of the replacement plant material is required so that final plant count meets or exceeds the original required 85% and 100% survival levels. Warranty replacement plant material shall be marked with new color plastic flagging as was the first planting.

The Contractor shall be responsible for furnishing equipment, materials, labor, incidentals and water to maintain plant survival in accordance with these specifications during the construction contract and during the warranty period.

The Contractor shall be responsible for traffic control through the life of the project and warranty period.

SPECIAL PROVISIONS

MEASUREMENT

The quantity of tree and shrub planting to be paid for will be the actual number of trees and/or shrubs installed by the Contractor and accepted by the Engineer.

PAYMENT

The quantity of tree and shrub planting, measured as provided above, will be paid for on a contract unit per each based on specified sizes of trees and shrubs installed and accepted by the Engineer. Such payment shall be full compensation for installing and maintaining materials, including furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified in the Contract Documents and this Special Provision, or as directed by the Engineer.

Payment will be made under:

EVERGREEN TREES, 6' HEIGHT EA

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: City of Greenville
Engineer: Hazen and Sawyer
Contractor:
Project: Cedar Lane Drainage Improvements
Contract Name:
Date Issued: Effective Date of Work Change Directive:
Owner's Project No.:
Engineer's Project No.: 31187-003
Contractor's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

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City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

FIELD ORDER NO.: [Number of Field Order]

Owner:	City of Greenville	Owner's Project No.:	
Engineer:	Hazen and Sawyer	Engineer's Project No.:	31187-003
Contractor:		Contractor's Project No.:	
Project:	Cedar Lane Drainage Improvements		
Contract Name:			
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number: 31187-003

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**SECTION 00 91 13
ADDENDUM (SAMPLE)**

City of Greenville
Cedar Lane Drainage Improvements
Hazen Project Number # 31187-003

ADDENDUM NUMBER []

[Date Prepared]

BID DATE: [Month, Day], [Year] [a.m.] [p.m.]

TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated [] and all previous Addenda.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

Below are changes, additions, and/or clarifications to the bid documents for this project.

Specifications

Item 1: [Document Title]

Item 2: [Document Title]

Item 3: [Document Title]

Item 4: [Document Title]

Drawings

Item 5: [Document Title]

Item 6: [Document Title]

Clarifications

Item 7: [Document Title]

Item 8: [Document Title]

Item 9: [Document Title]

Item 9: [Document Title]

Receipt of this addendum must be acknowledged on Page [00 41 13-1] [00 41 43-1] of your

Bid Form. Sincerely,

Hazen and Sawyer
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SEAL

[Project Manager
Name] Project Manager

/[Initials of typist]

Enclosures [If applicable]