

BID DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

RICHLAND CREEK GREENWAY

OWNER:

**TOWN OF WAYNESVILLE
9 SOUTH MAIN STREET SUITE 110
WAYNESVILLE, NC 28786**

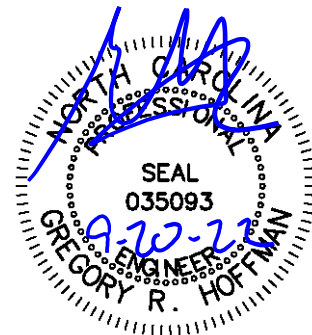
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**CDC JOB NO. 22213
September 20, 2022**

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INVITATION TO BID

Sealed bids for the project entitled **Richland Creek Greenway** will be received by **The Town of Waynesville** at **2:00 PM** local time on **Thursday, October 13th, 2022** at **9 South Main Street, Suite 110, Waynesville, NC 28786**.

THE PROJECT GENERALLY CONSISTS OF **Grading in the area along Richland Creek for the purposes of building a 12 ft wide asphalt greenway**.

Copies of the Contract Documents may be obtained electronically from the Engineer, **Civil Design Concepts, P.A.** by calling the main office line (828) 252-5388.

Bidders and other interested parties should note that prequalification of equipment manufacturers by the Engineer prior to the bid opening may be required for this project. Equipment prequalification requirements, if any, are described in the Contract Documents.

A certified check or cashiers check payable to **The Town of Waynesville**, or a satisfactory Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds in the amount equal to five percent of the total of the bid shall be submitted with each bid.

The successful bidder shall be required to furnish separate, 100 percent Performance and Payment Bonds in compliance with North Carolina General Statutes Section 143-129 and of Article 3 of Chapter 44A. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Owner.

The bid deposit shall be retained by **The Town of Waynesville** if the successful bidder fails to execute the contract or fails to provide the required bonds, as stated above, within ten (10) days after award of the contract.

Each bidder must be appropriately licensed as a Contractor in the State of North Carolina as provided in General Statutes Chapter 87. Each bidder must have a North Carolina Contractor's License. Each bidder shall make positive efforts to use small and minority owned business enterprises on this project.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The Town of Waynesville reserves the right to reject any or all bid proposals and to waive any informalities.

The Town of Waynesville reserves the right to award a contract to the lowest, responsive, responsible bidder.

The OWNER may make such investigations as they deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to

satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

An optional Pre-bid conference will be held at 2:00PM local time on **Thursday, September 29, 2022** at the project site, located at **366 Russ Avenue, Waynesville, NC 28786**.

The ENGINEER is **Civil Design Concepts, P.A.** Their office address is **168 Patton Ave., Asheville, NC 28801**.

Greg R. Hoffman
Professional Engineer

INSTRUCTIONS TO BIDDERS

1. *Defined Terms*

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (C 700)(2002 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office for this project is Civil Design Concepts, PA., 168 Patton Ave, Asheville, NC 28801.
- 1.3. Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. *Copies of Bidding Documents*

- 2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Invitation to Bid may be obtained from the Issuing Office.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. *Qualifications of Bidders*

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening upon Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. *Examination of Contract Documents and Site*

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

- 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- 4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

- 4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction
- 4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground

Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.

- 4.5. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.7. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others, if any, (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9. The provisions of IB-4.1 through IB-4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.6 of the General Conditions.
5. *Availability of Lands for Work, etc.*

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Bidder. The Bidder shall furnish

copies of agreements and releases to the Engineer. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. *Interpretations and Addenda*

- 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. *Contract Times*

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

8. *Liquidated Damages*

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

9. *Performance Specifications*

Performance specifications are written to convey the required performance and design characteristics of materials and equipment. Any deviation from the specifications shall be submitted for approval. All substitution by equipment manufacturers or suppliers shall be submitted to the Engineer for approval or disapproval prior to opening bids in accordance with instructions in the section below headed "Or-Equal Specifications". All qualification packages shall be submitted at least 7 calendar days prior to the bid opening to be considered, no exceptions to the schedule will be made.

By submitting a bid, the Contractor understands and agrees that all exceptions to the specifications will be reviewed and approved prior to the bidding and that no exceptions to the specifications will be allowed after receiving bids.

10. *"Or-Equal" Specifications*

Brand names are used in the specifications only to denote the quality standard desired and they do not restrict bidders to a specific brand. Cited examples are used only to convey to

bidder the general style, type, character and quality of product desired and that equivalent products will be acceptable.

Equipment manufacturer or supplier shall submit a Qualification Package to the ENGINEER, at least 7 calendar days prior to the bid opening, in order to determine that a proposed item of material or equipment is essentially equivalent to that named and can be determined to be an acceptable. All qualification packages shall be submitted at least 7 days prior to the bid opening to be considered, no exceptions to the schedule will be made.

- A. The Qualifications Package submittal requirements shall at a minimum be as follows:
 - 1. A detailed written listing, with discussion, of any and all deviations from the "or equal" specification.
 - 2. Drawings, specifications, catalog cut-sheets, etc. detailing "or equal" equipment or products proposed.
- B. Requests for review of proposed "or equal" equipment item(s) will not be accepted by ENGINEER from anyone other than equipment manufacturer or supplier.
- C. If the equipment manufacturer or supplier fails to furnish all of the preceding information, or any additional information requested by the Engineer or Owner, the proposed qualification package will be rejected by the Engineer.
- D. The Engineer shall be the sole authority for determining conformance of a proposed "or equal" equipment item or product with the Contract Documents.
- E. Redesign and contract drawing revisions to accommodate equipment or products will be prepared by the Engineer during the shop drawing review process. Reimbursement from the successful Bidder shall be to the Engineer at the Engineer's current rate schedule.
- F. Manufacturers qualifying will be identified in an addendum a minimum of four (4) days prior to the bid. Bidders shall include all costs associated with any redesign in their bid.
- 11. *Subcontractors, Suppliers and Others*
 - 11.1. If requested by the Engineer, Contractor shall supply a list of Subcontractors, Suppliers and other persons and organizations as described in the Supplemental Conditions.
 - 11.2. If the Bid Forms require the Bidder to complete a Tabulation of Major Equipment Items and Products, the Bidder will follow the requirements contained on the Bid form.
 - 11.3. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner

those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

- 11.4. No Bidder shall be required to employ any Subcontractor, Supplier, other person or organization against whom Bidder has reasonable objection.

12. *Bid Form*

- 12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).
- 12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5. All names must be typed or printed in black ink below the signature.
- 12.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7. The address and telephone number for communications regarding the Bid must be shown.
- 12.8. In re-evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed, see Paragraph 12.3 above. State contractor license number, if any, must also be shown.

13. *Submission of Bids*

- 13.1 Bids shall be submitted at the time and place indicated in the Advertisement and shall be enclosed in an opaque sealed envelope. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for **Richland Creek Greenway** and the envelope should bear on the outside, the name of the Bidder, their address, and their North Carolina Contractor's license number and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

- 13.2 In order to be considered responsive, the Bidder must submit the appropriate Minority Business Contract Forms, and the Bid Bond.

14. *Modification and Withdrawal of Bids*

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 14.2. If, within 5 calendar days after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.
- 14.3. A conditional or qualified Bid will not be accepted.

15. *Opening of Bids*

Bids will be publicly opened and read aloud.

16. *Bids to Remain Subject to Acceptance*

All Bids will remain subject to acceptance for 90 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. *Award of Contract*

- 17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. 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. Discrepancies between words and figures will be resolved in favor of the words. Owner reserves the right to reject all bids on a particular project(s) or alternates while accepting a Bid on other project(s) and any combination of alternates.

- 17.2. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3. The Owner reserves the right to compare the Bids by the base unit prices, lump sum prices, or by substituting alternate unit prices for the respective alternate bid items in lieu of the base unit price for the base bid item, or any combination thereof.
- 17.4. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.5. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.6. The Owner reserves the right to award a contract to the bidder it feels is most qualified to do the work regardless of price.
- 17.7. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within 90 days after the day of the Bid opening.

18. *Contract Security*

Section 1.02.F.1 of the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment bonds and certificates of insurance as required.

19. *Signing of Agreement*

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 7 days thereafter Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required bonds. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid bond accompanying the proposal shall become the property of the Owner.

The Owner within 10 days of receipt of acceptable insurance certificates, performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

BID

Proposal of _____ (hereinafter called "Bidder"); organized and existing under the laws of the State of _____ doing business as _____ **
_____ to **Town of Waynesville** (**Insert "a corporation", "a partnership", or "an individual" as applicable) of North Carolina is (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of:

Richland Creek Greenway in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **60 consecutive calendar days** thereafter in accordance with the included project schedule. Bidder further agrees to pay, as liquidated damages, the sum of **\$200.00 per day** for each consecutive calendar day thereafter beyond any portion of the aforementioned construction schedules.

Bidder agrees to perform all the work indicated and described in the Contract Documents for the following price. Failure to fully complete the following bid schedule shall result in an informal Bid and the Owner reserves the right to reject the bid.

BASE BID DESCRIPTION AND QUANTITY

A LUMP SUM BID PRICE FOR ALL WORK AS NOTED ON THE DRAWINGS, TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS:

\$ _____ Dollars \$ _____
(words) (numbers)

UNIT PRICE WORK: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below. For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

<u>Description</u>	<u>Unit Price</u>	
No. 1 <u>Undercut backfill with stone</u>	_____ Dollars/CY	<u>10 CY</u>
No. 2 <u>Undercut backfill with soil</u>	_____ Dollars/CY	<u>10 CY</u>
No. 3 <u>Mass Rock</u>	_____ Dollars/CY	<u>10 CY</u>
No. 4 <u>Washed stone</u>	_____ Dollars/TON	<u>25 TON</u>
No. 5 <u>CABC</u>	_____ Dollars/TON	<u>25 TON</u>
No. 6 <u>Rip Rap</u>	_____ Dollars/TON	<u>20 TON</u>
No. 7 <u>Mirafi</u>	_____ Dollars/SY	<u>20SY</u>

Contract Time: **60** Calendar Days, in accordance with the included project schedule

Bidder acknowledges receipt of the following Addendum:

Respectfully submitted:

Signature

Address

Name

Date

Title

North Carolina Contractor's License Number

Corporate (Partnership) Address

Seal - if Bid is by a Corporation

State of Incorporation

Attest: _____
Secretary

Telephone Number

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE, THE UNDERSIGNED,
_____ as **Principal**, and _____ as **Surety**,
are hereby held and firmly bound unto **The Town of Waynesville** as **Owner** in the penal sum of
5% of Bid for the payment of which, well and truly to be made, were hereby jointly and severally
bind ourselves, successors and assigns.

Signed, this _____ day of _____, **2022**

The condition of the above obligation is such that whereas the Principal has submitted to **The Town of Waynesville** a certain **BID**, attached hereto and hereby made a part hereof to enter into a contract in writing for the project entitled

Richland Creek Greenway

NOW THEREFORE,

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

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

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

Principal

By: _____

Surety

By:_____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%. The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Owner for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Owner that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Owner whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Owner will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

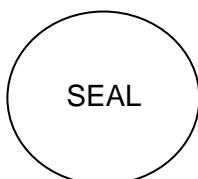
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

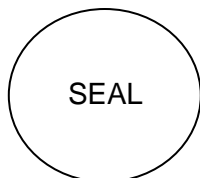
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

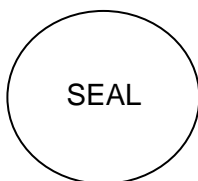
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

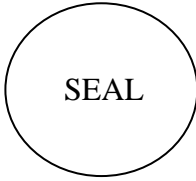
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

AGREEMENT

BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____

The Town of Waynesville

Owner and Contractor, in consideration of the mutual covenants set forth herein, 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:

All work to complete the installation of the **Richland Creek Greenway** as per plans and in accordance with all city, county, and state regulations as well as any special provisions provided by owner or Civil Design Concepts, P.A. The work shall include but is not limited to mobilization, survey, erosion control, clearing, grubbing, earthwork, stone base, asphalt paving.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Mobilization, survey, erosion control, clearing, grubbing, earthwork, stone base, asphalt paving, as described in Article 1 section 1.01, located at 366 Russ Avenue, Waynesville, NC 28786.

ARTICLE 3 - ENGINEER

3.01 The Project Engineer is Civil Design Concepts, P.A.

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as indicated in the notice to proceed and described in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 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 of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a Lump Sum of:

(words)

(numbers)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work that occurs due to unforeseen conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item approved complete by the Engineer as indicated in this paragraph 5.01.B.

No. 1 <u>Undercut backfill with stone</u>	_____ Dollars/CY	<u>10 CY</u>
No. 2 <u>Undercut backfill with soil</u>	_____ Dollars/CY	<u>10 CY</u>
No. 3 <u>Mass Rock</u>	_____ Dollars/CY	<u>10 CY</u>
No. 4 <u>Washed stone</u>	_____ Dollars/TON	<u>25 TON</u>
No. 5 <u>CABC</u>	_____ Dollars/TON	<u>25 TON</u>
No. 6 <u>Rip Rap</u>	_____ Dollars/TON	<u>20 TON</u>
No. 7 <u>Mirafi</u>	_____ Dollars/SY	<u>20SY</u>

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the dollar value of the work completed and approved by the Engineer and Owner but, in each case, less the aggregate of payments previously made and 5% retainage and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. General Conditions.
3. Supplementary Conditions.
4. Measurement & Payment
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings dated 9/16/2022 including the following sheets

C000	COVER SHEET AND VICINITY MAP
-----	SURVEY
C100	EXISTING CONDITIONS & DEMOLITION PLAN
C200	SITE PLAN
C300	GRADING, STORM & EROSION CONTROL
C301	GREENWAY PROFILE
C302	GREENWAY CROSS SECTIONS
C921	SITE DETAILS
C931	ROUGH GRADING & EROSION CONTROL DETAILS
C932	ROUGH GRADING & EROSION CONTROL DETAILS
C998	NCG01

7. Exhibits to this Agreement

- a. Contractor's bid dated DATE
- b. Insurance Certificates

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives.
- c. Executed Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. A total of three (3) counterparts have been executed and one (1) counterpart will be delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR:

The Town of Waynesville

By: _____

Title: Owner

Attest: _____

Title: _____

Address for giving notices:

9 South Main Street

Suite 110

Waynesville, NC 28786

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

INSERT PROPOSED SCHEDULE HERE

INSERT INSURANCE CERTIFICATES HERE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and (Corporation,
Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

The Town of Waynesville

(Name of Owner)

9 South Main Street, Suite 110, Waynesville, NC 28786

(Address of Owner)

hereinafter called OWNER, in the penal sum of_

(\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 2022, a copy of which is
hereto attached and made a part hereof for the construction of:

Richland Creek Greenway

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____, **2022**.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Surety

BY: _____

Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

The Town of Waynesville

(Name of Owner)

9 South Main Street, Suite 110, Waynesville, NC 28786

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
(\$ _____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

Richland Creek Greenway

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____, **2022**.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

BY: _____

Address

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Surety

BY: _____

Attorney-in-Fact

Address

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NOTICE OF AWARD

TO: _____

Project Description: Richland Creek Greenway

The Owner has considered the Bid Proposal submitted by you for the above-described Project in response to its receipt of Bids on **DATE**

You are hereby notified that your Bid Proposal has been accepted in the amount of

(words) (numbers)

If you fail to execute said Agreement and to furnish said Bonds with ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Proposal. The Owner will be entitled to such other rights as may be granted by law.

Civil Design Concepts, PA

Engineer

BY: _____

TITLE: _____

NOTICE TO PROCEED

TO:

DATE:

PROJECT: Richland Creek Greenway

You are hereby notified to commence WORK in accordance with the Agreement for _____, dated _____, on or before _____, and you are to complete the Work within _____ consecutive calendar days thereafter. The date of completion of all Work is therefore _____

Civil Design Concepts, PA

Engineer

BY: _____

TITLE: _____

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner): The Town of Waynesville	From (Contractor):	Via (Engineer)
Project: Richland Creek Greenway	Contract:	Civil Design Concepts, PA
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 22213

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders					
Number	Additions	Deductions			
			1. ORIGINAL CONTRACT PRICE	\$	_____
			2. Net change by Change Orders	\$	_____
			3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$	_____
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F on Progress Estimate)	\$	_____
			5. RETAINAGE:		
			a. _____ % x \$ _____ Work Completed	\$	_____
			b. _____ % x \$ _____ Stored Material	\$	_____
			c. Total Retainage (Line 5a + Line 5b)	\$	_____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	_____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	_____
			8. AMOUNT DUE THIS APPLICATION	\$	_____
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G on Progress Estimate + Line 5 above)	\$	_____
TOTALS					
NET CHANGE BY CHANGE ORDERS					

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____	Date: _____
-----------	-------------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Progress Estimate

Contractor's Application

For (contract):						Application Number:				
Application Period:						Application Date:				
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

STATE OF NORTH CAROLINA
COUNTY SALES AND USE TAX REPORT
SUMMARY TOTALS AND CERTIFICATION
(Invoices are not to be submitted for reimbursement of sales taxes paid.)

CONTRACTOR: _____

Page _____ of _____

PROJECT: _____

FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

* Attach subcontractor(s) report(s)

** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20____

Notary Public

My Commission Expires: _____

Seal

Signed

Print or Type Name of Above

NOTE:

This certified statement may be subject to audit.

CONTRACTOR: _____

SUBCONTRACTOR: _____

PROJECT: _____

FOR PERIOD: _____

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

CHANGE ORDER

Number _____

PROJECT: Richland Creek Greenway

DATE OF ISSUANCE:

OWNER: The Town of Waynesville

ENGINEER: Civil Design Concepts, P.A.
168 Patton Avenue
Asheville, NC 28801

CONTRACTOR:

ENGINEER'S PROJECT NO. 22213

CONTRACT FOR:

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Attachments (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$

CHANGE IN CONTRACT TIME:

Original Contract Time

0 Days

Previous Change Order No. __ to No. __

\$

Net Change From Previous Change Orders

0 Days

Contract Price Prior to This Change Order

\$

Contract Time Prior to This Change Order

0 Days or Date

Net Increase of This Change Order

\$

Net Increase of This Change Order

0 Days

Contract Price With All Approved Change Orders

\$

Contract Time With All Approved Change Orders

0 Days

RECOMMENDED:

Print: _____

Sign: _____

Engineer

APPROVED:

Print: _____

Sign: _____

Owner

APPROVED:

Print: _____

Sign: _____

Contractor

Attach documentation: Daily reports, approved weather data, dated photographs required. Submit with Application for Payment.

Recently submitted this ____ day of _____, 20__

By_____ {Name of bidding firm or corporation}

By_____ (Signature)

Printed Name

CONTRACTORS AFFIDAVIT / WAIVER OF LIEN & INDEMNITY

STATE OF NORTH CAROLINA

COUNTY OF _____

On this day _____, being duly sworn, deposes and says that he is the
_____ of _____ (Contractor) who entered into a contract for
_____ dated _____, with
_____(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 sub-contractors, material
men, 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 Commision Expires _____

MEET NORTH CAROLINA ONE-CALL CENTER

North Carolina One-Call is a Corporation formed and funded by participating utility companies and municipalities in the interest of community and job safety and improved service through damage reduction to the utilities.

A one call toll free number, **1-800-632-4949**, provides an avenue to all of the participating members from any point within the State of North Carolina.

Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner in which buried utilities may be damaged is requested to call the toll-free number between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, forty-eight hours before starting the proposed work.

Within minutes of your telephone call, the participating members will be made aware of your plans and will be given pertinent information that has been provided by you about your planned work. You will be told the names of the participating members from whom you can expect a response. If there are buried facilities in the path of your activity, the route of the utilities will be staked and/or marked at no expense to you. If there are no facilities in the area of the planned work, you will be called or notified by a representative of the participating company accordingly.

Should a non-participating utility operator be serving your area, we recommend that you call them on an individual basis. All utility operators, whether company or municipality, will be provided an opportunity to become a member of North Carolina One-Call.

Naturally, knowing the route of the utilities, the excavator is expected to exercise caution and to avoid damage as the project progresses.

Damage prevention doesn't just happen - it is a planned and orderly process through which each of us can participate - **Yes, we can and will dramatically reduce damages to the utilities in the State of North Carolina! Thanks for your help.**

BEFORE YOU DIG

IN THE INTEREST OF COMMUNITY AND JOB SAFETY

AND IMPROVED SERVICE

CALL NORTH CAROLINA ONE-CALL

1-800-632-4949

DIVISION 01

GENERAL REQUIREMENTS



STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

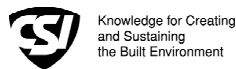
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The Associated General Contractors of America



Construction Specifications Institute

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American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work

to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such

provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or
2. reuse any of 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

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

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that

Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment

shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by

Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the

Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning,

extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

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

the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

5.07 *Waiver of Rights*

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

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project

or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the

start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by

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

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

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

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

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

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named

and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

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

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

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute

item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor,

Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcon-

tractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the

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

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

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

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

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

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

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop

Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, 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).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

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

E. Resubmittal Procedures

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

6.18 Continuing the Work

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

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have

specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

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

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any

failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or

performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories,

surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

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

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally

accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

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

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

11.03 Unit Price Work

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

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

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

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

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

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

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

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

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

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

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way

that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

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

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss

or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective

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

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

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site 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, to the

results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

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

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of

the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

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

14.04 Substantial Completion

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

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final

payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

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

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with

the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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

15.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

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

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

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

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

PART 1: GENERAL**1.01 SUMMARY OF WORK**

- A. This project generally includes the following:

All work to complete the **Richland Creek Greenway** as per plans dated **DATE** and in accordance with all city, county, and state regulations as well as any special provisions provided by owner or Civil Design Concepts, P.A. The work includes but is not limited to: mobilization, survey, erosion control, clearing, grubbing, earthwork, stone base, asphalt paving.

1.02 MODIFICATIONS, CHANGES, OR DELETIONS TO GENERAL CONDITIONS

- A. GENERAL

The following supplements modify, change, delete from, or add to the "Standard General Conditions of the Construction Contract" (EJCDC C-700, 2002 edition). Where any article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered portions of that article, paragraph, subparagraph or clause shall remain in effect.

- B. DEFINITIONS

Delete the following definitions in their entirety and substitute the following:

1. 1.14. *CONTRACT TIMES* - The numbers of days or the dates stated in the Agreement to complete the Work so that it is ready for final payment as evidenced by ENGINEER'S written recommendation of final payment in accordance with paragraph 14.07.
2. 1.19. *ENGINEER* - The ENGINEER for this Project is Civil Design Concepts, PA.
3. 1.45. *SUBSTANTIAL COMPLETION* - The date as certified by the ENGINEER, and approved by the OWNER, when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purpose for which it was intended.

Add the following:

1. Resident Observer or Inspector: Shall have the same definition as "Resident Project Representative" when referred to in these documents or during the duration of the Project.
2. Acceptance: By the OWNER of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.
3. Agreement: Also designated as the Contract.
4. Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

C. PRELIMINARY MATTERS

1. 1.02.E. The words "furnish," "furnish and install," "install," and "provide," or words with similar meaning, shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."
2. 2.02 Delete in its entirety and substitute the following:

The CONTRACTOR will be furnished without charge three sets of specifications and full size drawings. Additional sets of drawings and specifications requested by the CONTRACTOR will be furnished at the cost of reproduction, plus handling.
3. 2.03 Delete in its entirety and substitute the following:

The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the 90th day after the day of Bid opening or the 30th day after the effective date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.
4. 2.05.A. First line:

Change "within ten days after the effective date of the agreement ..." to "within ten days after Notice to Proceed ..."

D. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

1. 4.02.A. (*Reports and Drawings*) Delete reference to "the Supplementary Conditions identify," and substitute "can be made available upon request by the Contractor as described in the Instructions to Bidders."

E. BONDS AND INSURANCE

1. Delete Article 5 in its entirety and substitute the following:

Performance and Payment Bonds

- 5.01. Concurrent with execution of the Agreement and within five days of the Notice of Award, the successful Contractor shall procure, execute, and deliver to the OWNER and maintain, at his own cost and expense, the following bonds, in the forms attached, of a surety company approved by the state in which the Work is being performed as a Surety:

- A. *Performance Bond* - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the faithful performance of the Work. Bond must be valid until one year after the date of issuance of the Certificate of Substantial Completion.
- B. *Payment Bond* - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the payment of all persons performing labor and furnishing material in connection with the Work. Bond must be valid until one year after the date of issuance of the Certificate of Substantial Completion.

All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U. S. Treasury Department.

- 5.02. If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the state in which the Work is being performed is revoked, the Contractor shall, within ten days thereafter, substitute another Bond or Surety, both of which shall be acceptable to the OWNER.

Insurance Requirements:

- 5.03. Wherever in this Article the terms "The Insured" and "OWNER" occur with respect to coverage in a policy, it shall mean the OWNER and its agent and agencies, all municipalities where Work is being performed under the Contract, the ENGINEER, and any other parties specifically designated herein, who shall be named as insured in each policy issued. The insurance policies required herein shall not contain any Third Party Beneficiary Exclusion.

The Contractor shall not commence Work under the Contract until he has obtained all insurance required under this Article and such insurance has been approved by the OWNER, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Provision of some types of insurance by a Subcontractor may be waived, at the option of the OWNER, where it is deemed that adequate coverage is provided by the Contractor's insurance. Subcontractors must, in all cases, provide Workmen's Compensation and Employer's Liability Insurance and Motor Vehicle Liability Insurance.

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

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

The insurance carrier shall notify each of The Insured of the filing of any claims within 30 days of the filing of such claim.

- 5.04. The Contractor shall, at his own cost, take out and maintain during the life of this Contract, such Bodily Injury and Property Damage Insurance as will protect him, The Insured, and any Subcontractor performing Work covered by this Contract from claims of any character for property damage or bodily injury, including death, and demands, suits, actions, recoveries and judgments against the Insured therefore, for which The Insured shall be or may become liable; which may arise from operations under this Contract whether such operations be by himself or by a Subcontractor or by anyone directly or indirectly employed by either of them, and as will also cover the contingent liability of The Insured, if any, which may arise from said operations under this Contract. The amounts of such insurance shall be as follows:

1. Worker's Compensation and Employer's Liability

This insurance shall protect the Contractor and Owner against all claims under applicable state workmen's compensation laws. The Contractor and Owner shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

- a. Worker's Compensation Statutory
- b. Employer's Liability.....\$100,000 each occurrence

2. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be not less than:

- a. Bodily Injury \$100,000 each person
\$300,000 each occurrence
- b. Property Damage \$100,000 each occurrence
\$100,000 aggregate

3. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and Owner against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act or omission of Contractor or his agents, employees, or Subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage and shall include a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.

- | | | |
|----|-----------------------|---------------------------|
| a. | Bodily Injury | \$100,000 each person |
| | | \$300,000 each occurrence |
| b. | Property Damage | \$100,000 each occurrence |
| | | \$100,000 aggregate |

4. Umbrella Liability Policy

This insurance shall protect the Contractor against all claims in excess of the limits provided under the workmen's compensation and employer's liability, comprehensive automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall not be less than \$5,000,000.

- 5.05. If any of the property and casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until these requirements have been met, or at the option of the OWNER, the OWNER may pay the renewal premiums and withhold such payments from any monies due to the Contractor.

- 5.06. In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the OWNER.
- 5.07. All policies and certificates of insurance of the Contractor shall contain the following clauses:
- A. Insurers shall have no right of recovery or subrogation against the OWNER and its agents and agencies and the ENGINEER, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
 - B. The clause "other insurance provisions" in a policy in which the OWNER and its agents and agencies and the ENGINEER is named as an insured, shall not apply to these parties.
 - C. The insurance companies issuing the policy or policies shall have no recourse against the OWNER and its agents and agencies and the ENGINEER, for the payment of any premiums or for assessments under any form of policy.
 - D. Any and all deductibles in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor.

5.09 Delete in its entirety.

5.10 To remain in its entirety, delete the reference to paragraph 5.06

F. CONTRACTOR'S RESPONSIBILITIES

Labor; Working Hours:

- 1. 7AM – 7 PM Monday to Saturday
- 2. No work on Sundays

Concerning Subcontractors, Suppliers and Others:

- 1. 6.06.A. Delete the reference to Paragraph 6.06.B.
- 2. 6.06.B. Delete this paragraph in its entirety and substitute the following:

Within two days after Notice of Award has been issued, the Contractor shall furnish to the ENGINEER a list of subcontractors, suppliers, or other persons or organizations who will participate in the Work or furnish principal items of materials and equipment to be utilized in the Work. The list shall include the subcontractors, suppliers, or other persons or organizations indicated on the Bid Form. Within two days after receipt of the list but prior to the Effective Date of the Agreement, the ENGINEER shall notify the Contractor in writing if the ENGINEER (or OWNER) has reasonable objection to any subcontractor, suppliers, or other person or organization on the list. Failure by the ENGINEER to object to anyone on the list within the specified time shall constitute acceptance of the subcontractor, supplier, or other person or organization. Acceptance of a subcontractor, supplier, or other person or organization named shall not constitute a waiver of the requirements of the contract specifications or the right of the OWNER or ENGINEER to reject defective work.

If the ENGINEER (or OWNER) has a reasonable objection as described above, the Contractor may either (1) submit an acceptable substitute without an increase in his Bid price, or (2) withdraw his Bid without forfeiting his Bid security.

The Contractor shall not subcontract more than 50 percent of the Contract price without prior written approval of the OWNER.

3. 6.06.G. Delete in its entirety and substitute the following:

All Work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor. The Subcontractor shall not commence Work until the Contractor has obtained all insurance as required.

Taxes:

1. 6.10. Add the following:

A listing of sales tax paid for the period shall be submitted with each Progress Payment.

Record Documents:

1. 6.12. Add the following:

Contractor is advised that failure to furnish the ENGINEER with accurate and detailed record drawings shall be reason for withholding final payment.

H. CHANGE OF CONTRACT PRICE; AND CHANGE OF CONTRACT TIMES

1. 12.03.A. Delete “abnormal weather conditions”. Add the following:

Abnormal Weather Conditions

12.03.A.1. – See section 1.06 of the Supplementary Conditions

- 12.03.C. Delete “abnormal weather conditions”.

Liquidated Damages

12.04. The required completion time for the Project is as set forth in the Agreement. The Contractor is advised that the Contract times stated in the Bid Form are of the essence of the Contract. For each and every day in excess of each Contract time stated in the Bid Form that the Contractor fails to complete the Work indicated, the Contractor shall pay to the OWNER the sum stated in the Bid Form as liquidated damages. The said amounts are fixed and agreed upon by and between the Contractor and the OWNER as an estimate of the actual damages which would be incurred by the OWNER.

I. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1. Refer to section 13.03 *Tests and Inspections*.

J. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

1. 14.01.A. Add the following:

With the above material, the Contractor shall submit for the ENGINEER'S approval, a complete breakdown of all lump sum items in the Proposal. This breakdown, modified where directed by the ENGINEER, will be used as a basis for preparing partial estimates and establishing progress payments.

A lump sum payment equal to five percent of the total bid price (to include all bonds, insurance, move-on expenses, etc.) will be allowed for 'mobilization' as a progress payment line item. Up to half of the cost for

mobilization will be considered in the initial payment request provided that cost documentation suitable to the ENGINEER is furnished by the Contractor. Any outstanding balance of mobilization line item will be payable when the Project Work is ten percent complete as indicated by the approved progress payments.

2. 14.02.A.4. Sales and Use Tax: With each application for Progress Payment, Contractor must furnish a certified and notarized statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon. The statement shall show both the N. C. Sales Tax and the County Tax paid and shall list any payments made directly to the North Carolina Department of Revenue. Tax statements and certification shall be submitted on the forms provided by the Contractor. In the event the Contractor makes several purchases from the same vendor, such certified statements must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon. Such statement must include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the prime contractor and furnished with the Application for Progress Payment. If no tax has been paid during the pay request period, "NONE" shall be entered on the tax form.
3. 14.02.A.5. Use tax may be due on construction equipment brought into North Carolina for use in the performance of contracts (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). Contractors are also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2).
4. 14.02.A.6. Retainage: With each application for Progress Payment the OWNER will retain 5 percent of the amount of each such estimate.

Review of Applications for Progress Payment:

1. 14.02.C.1. Delete in its entirety and substitute the following:

Within 30 days of receiving the submittal of an approvable Application for Payment, the OWNER will make partial payment to the Contractor on the basis of a duly certified approved estimate of the Work performed during the preceding period by the Contractor.

K. SUSPENSION OF WORK AND TERMINATION

Assignment of Contract:

1. 15.05 Add the following:

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

L. DISCRIMINATION PROHIBITED

During the Performance of this Contract, the Contractor:

1. (a) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; and (b) will state that such Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor; and (c) agrees that notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include these non-discrimination provisions in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.03 PROJECT MEETINGS

A. PRECONSTRUCTION CONFERENCE

The Engineer will schedule a preconstruction conference after executing the agreement. The Contractor and his major subcontractors shall attend the meeting, which will be chaired by the Engineer or his representative. The purpose of the pre-construction conference will be to discuss administration of the Contract and the execution of work, and to answer any questions relative to performance of work under these Contract Documents. All decisions, instructions and interpretations made at this conference shall be binding and conclusive. The proceedings of this conference will be recorded and copies of the proceeding

minutes will be issued to the Contractor for his use and distribution to his subcontractors.

B. PROGRESS MEETINGS

The Contractor and any subcontractors, material suppliers or vendors whose presence is necessary or requested shall attend meetings, referred to as Progress Meetings, when requested by the Engineer or his representative for the purpose of discussing the execution of work. Each meeting will be held at the time and place designated by the Engineer or his representative. Any decisions, instructions and interpretations at these meetings shall be binding and conclusive on the Contractor and such decisions, instructions and interpretations shall be confirmed in writing by the Engineer or his representative. The proceedings of these meetings will be recorded and the Contractor will be furnished with a reasonable number of copies for his use and for his distribution to the subcontractors, material suppliers and vendors involved.

1.04 SUBMITTALS

A. GENERAL

A transmittal cover form that includes pertinent information related to the project and the particular transmittal shall accompany all transmittals from the Contractor.

B. CONSTRUCTION SCHEDULE

In addition to the obligations in paragraph 2.07.A.1 of the General Conditions, the Contractor shall, within ten (10) days after executing the agreement, prepare and submit to the Engineer for approval a construction schedule providing for the practical and expeditious execution of the work within the contract time under the Agreement. The construction schedule shall show the sequence and order in which the Contractor proposes to carry on the work, the date on which he will start the several salient activities and the contemplated milestone dates for completing such salient activities. The schedule shall be in the form of a critical path method (CPM) schedule clearly showing all critical path activities and the durations of such activities; shall be revised, properly updated, and submitted with each submittal for progress payment, at least the following information:

1. The various classes and activities of work broken down into times projected for submittals, approvals and procurement; times for installation and erection of components of the work; and times for testing and inspection of the work.
2. The work completed to date and the work remaining to substantially complete the project.

3. Any items of work which will delay the start or completion of other major items or activities of work so as to delay substantial completion of the whole project.

C. SHOP DRAWINGS AND SAMPLES

The Contractual requirements for shop drawings and samples are specified in the General Conditions and in the individual specification sections for each item. The Contractor shall submit shop drawings and samples. Resubmissions, where required, shall be in accordance with the procedures established for the initial submittal.

D. RECORD DOCUMENTS

Record drawings will not be required of the Contractor; however, to enable the Owner to prepare record drawings, the Contractor shall keep a complete and accurate record of changes and/or deviations from the Contract Documents and shop drawings, indicating the work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using prints of the Drawings affected, or the Specifications, with appropriate supplementary notes. The record set of marked-up Drawings, shop drawings, and Specifications shall be kept at the job site during construction and be available for inspection by the Engineer and the Owner. These marked prints shall be included in the package of final documentation submitted before final payment is required.

1.05 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall be responsible for delivery, storage and handling of all materials and equipment, unless otherwise noted. All material and equipment shall be shipped to arrive at the job site on the dates indicated on the purchase order. The following information shall be supplied:
 1. The contents and bill of lading, number of shipments.
 2. The method of shipments.
 3. The date of shipment.
 4. The name of the construction project.
- B. Prior to shipment, all items shall be properly prepared to protect all critical areas from the effects of weather, normal expected transport and on site handling.
- C. Items shall be tagged and marked with equipment and/or motor numbers as per the manner stipulated in the purchase order.
- D. All spare parts and expendable supplies shall be properly crated, marked, and shipped to the job site on the date specified.

1.06 EXTENSION OF TIME DUE TO ABNORMAL WEATHER

A. GENERAL

The intention of this article is to establish the procedure for amending the Contract Time when excess adverse weather conditions have repeatedly caused cancellation of scheduled critical activities, resulting in delay to the Project.

B. DEFINITIONS

1. Adverse Weather: Job site environmental conditions in which precipitation, or soil conditions resulting from precipitation, or ambient temperature conditions during working hours preclude carrying out a Scheduled Critical Activity. The Engineer in determining the extent of excess adverse weather conditions, depending upon the nature of the delayed project tasks, may consider the following conditions.
 - a. Precipitation greater than 0.1 inch of water equivalent per day
 - b. Days on which the average air temperature does not exceed 40 degrees F.
 - c. Other weather conditions deemed hazardous by the Contractor.
2. Scheduled Critical Activity: Project tasks, the delay of which will directly result in a delay in the completion of the project.
3. Abnormal Weather: Adverse weather occurring in excess of the normal, cumulative number of calendar days of adverse weather as listed below: Normal is defined as the number of days that work will typically be halted and that the Contractor should consider in their project schedule. **These days will not be considered for time extensions. Only days in excess of the number listed below will be considered for time extensions.**

Month	Normal	Month	Normal
January	15	July	8
February	16	August	6
March	11	September	4
April	7	October	5
May	4	November	9
June	6	December	15

C. CLAIM FOR EXTENSION OF TIME DUE TO WEATHER

1. Contractor shall file claim utilizing the form provided in the project manual for each week during which adverse weather occurs.
 - a. Attach copies of Contractor's Daily Reports for each day of adverse weather, describing fully the weather conditions, scheduled activities delayed, and reasons for the delay.
 - b. Include date and time-stamped photographs for documenting soil conditions.
 - c. Attach copy of NCDC/NOAA Local Climatological Data report for given month, or other published U.S. or state monthly weather data acceptable to Engineer.
 - d. Attach a copy of an updated Critical Path Method (CPM) Schedule showing the effect of abnormal weather on the project completion date.

PART 2: PRODUCTS

2.01 EQUIPMENT AND MATERIAL STANDARDS

- A. All equipment and materials of construction described in this specification shall meet the more stringent requirements of the applicable codes listed below:
 1. OSHA - Occupational Safety and Health Administration.
 2. ASTM - American Society for Testing Materials.
 3. ANSI - American National Standards Institute.
 4. AGMA - American Gear Manufacturers Association.
 5. AISC - American Institute of Steel Construction.
 6. AWS - American Welding Society.
 7. NEC - National Electric Code.
 8. NEMA - National Electrical Manufacturers Association.
 9. API - American Petroleum Institute.

2.02 QUALITY ASSURANCE

- A. All equipment shall, after installation by the Contractor, shall be inspected, tested and started up by a qualified representative of the equipment manufacturer.
- B. The listing of a manufacturer in the specifications does not necessarily imply that the manufacturer's standard equipment meets the requirements of the specifications, but that the manufacturer listed has the capability to meet the requirements of the specifications.

PART 3: EXECUTION

3.01 SPECIAL REQUIREMENTS

A. LIMITS OF CONSTRUCTION

The Contractor shall confine all operations and personnel to the limits of construction as shown on the plans. There shall be no disturbance whatsoever of any areas outside the limits of construction nor shall the workmen be allowed to travel at will through the surrounding private property.

B. CONSTRUCTION SUPERINTENDENT

The Contractor shall place in charge of the work a competent and reliable superintendent, who shall have the authority to act for the Contractor and who shall be accountable to the Engineer. The Contractor shall, at all times, employ labor and equipment sufficient to accomplish the several classes of work to full completion in the manner and time specified.

C. SITE CONDITIONS

1. The Contractor shall maintain the work and project grounds free from rubbish, debris and waste materials during all phases of the work.
2. Immediately upon completion of the work and prior to final acceptance, the Contractor shall remove all rubbish, debris, temporary structures, equipment, excess or waste materials and shall leave the work and project grounds in a neat and orderly condition that is satisfactory to the Engineer and Owner.

D. RIGHT OF ENTRY

The Engineer and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, and records of personnel, invoices of materials, and other relevant data and records.

E. TEMPORARY CONSTRUCTION SERVICES AND FACILITIES

The Contractor shall obtain all necessary permits, licenses, etc. and shall pay all costs incident to the furnishing, installing and maintenance of temporary utility services and facilities required for the duration of the work.

F. CONTROL OF EROSION, SILTATION AND POLLUTION

1. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes or drains, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.
2. The Contractor shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution caused by his operations. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.
3. The Engineer shall have the authority to limit the area over which clearing and grubbing, excavation, borrow, and embankment operations are performed whenever the Contractor's operations do not make effective use of construction practices and temporary measures which will minimize erosion, or whenever construction operations have not been coordinated to effectively minimize erosion, or whenever permanent erosion control features are not being completed as soon as permitted by construction operations.
4. The Contractor shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, unpaved secondary roads, haul roads, access roads, disposal sites, borrow and material pits, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.
5. The Contractor will not be directly compensated for any dust control measures necessary, as this work will be considered incidental to the work covered by the various contract items.

G. DISPOSAL OF MATERIALS

Debris and waste materials, including all combustibles, shall be removed by the Contractor from the construction area unless otherwise approved in writing by the Owner or his Representative.

H. QUANTITIES OF ESTIMATE

The estimated quantities of work to be done and materials to be furnished under this Contract shown in any of the documents, including the proposal, are given for use in comparing bids and to indicate approximately the total amount of the contract; and the right is especially reserved, except as herein otherwise specifically limited to, to increase or diminish the quantities as may be reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract.

I. UTILITY COORDINATION

The Contractor shall make all necessary arrangements with private and public utility companies to avoid any possible damage to or interruption of utility equipment or service. The Contractor shall be responsible for all inquiries concerning locations of utility lines. Repair of any damage to public or private utilities resulting from this work shall be the responsibility of the Contractor.

J. CONSTRUCTION SURVEYING

All work shall be constructed in accordance with the lines, grades and elevations shown on the plans or as given by the Engineer in the field. The Contractor shall be fully responsible for maintaining alignment and grade. All principal controlling points and base lines for locating the principal components of the work together with a suitable number of benchmarks adjacent to the work will be provided by the Engineer. From this information, the Contractor shall verify benchmarks and develop and make all detail surveys needed for construction. The Contractor shall protect and safeguard all points, stakes, grade marks, monuments, and benchmarks at the site of the work and shall re-establish, at his own expense, any marks which are removed or destroyed due to his construction operations.

K. LAYING OUT WORK

1. It is imperative that the Contractor work within the shown rights of way or easements at all times, unless approved otherwise by the property owner and the Engineer.
2. The Contractor shall, at his expense, provide competent engineering survey services and shall provide and maintain accurate, detailed, survey work.

3. The plans and supplementary drawings shall not be scaled and the Contractor must verify all dimensions and elevations at the site prior to proceeding with the work. The Contractor shall also verify existing utility locations prior to purchasing materials affected by these locations.

L. USE OF EXPLOSIVES

1. Use of explosives is prohibited under this contract.

M. USE OF CHEMICALS

All chemicals used during project construction, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

N. SAFETY AND HEALTH REGULATIONS

1. The Contractor shall comply with all Federal, State and Local Safety and Health Regulations including the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91 - 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).
2. The Contractor shall provide continuous, safe access to all properties, both public and private, along the project in all cases where such access will be provided by the completed facility and shall conduct his operations in such a manner that inconvenience to the property owners will be held to a minimum.

O. EQUIPMENT AND MATERIAL STORAGE

The Contractor shall plan his activities so that all materials and equipment can be stored within the project limits. There shall be no disturbance whatsoever of any areas outside the project limits without the prior approval of the Engineer.

P. DISTURBED AREAS

All areas disturbed as a result of the work of the Contractor shall be restored to the original or better condition. Reasonable care shall be taken during construction to avoid damage to the Owners property or that of any adjacent property owner(s).

Q. TREE AND PLANT PROTECTION

No trees or shrubs except those specifically indicated, shall be removed or trimmed without prior approval from the Engineer. All trees and shrubs within the construction limits to be retained by the Owner shall be properly protected by fencing, posts or other means approved by the Engineer. Where any trees or

shrubs are damaged or where limbs are required to be trimmed or removed because of operations under this Contract a qualified horticulturist shall be consulted and the trimming performed in the proper manner. Any landscape plantings severely damaged or which die as a result of the Contractor's operations shall be replaced at no additional cost to the Owner.

R. TEMPORARY SANITARY FACILITIES

The Contractor shall be solely responsible for furnishing and maintaining temporary sanitary facilities during the construction period. Such facilities shall include but not be limited to, potable water supply and toilet facilities. Such facilities shall be in compliance with all applicable state and local laws, codes, and ordinances and shall be placed convenient to work stations and secluded from public observation. Once the project is completed all temporary sanitary facilities shall be removed by the Contractor.

S. SITE ACCESS LIMITS

The Contractor shall have access to the site to perform work between the hours of 6am-10pm Monday through Friday, 8am-6:30pm Saturday, and 8am-4:30pm on Sunday. No work will be performed onsite outside these hours.

3.02 PROJECT CLOSE-OUT

A. FINAL DOCUMENTATION

Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the General Conditions, the Contractor shall file with the Engineer the documents listed hereinafter:

1. Guarantees - The Contractor's one (1) year guarantee required by the General Conditions and all other guarantees stated in the Specifications.
2. Contractor's Final Affidavit and Waiver of Lien - As required by General Conditions. The Contractor shall utilize the form provided at the end of this section.
3. Consent of Surety Company to Final Payment.
4. Contractor's Certificate of Completion

B. SUBMITTALS

The above records shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. At the completion of the work, the

Contractor shall certify by endorsement thereof that each of the revised and marked-up prints of the Drawings and Specifications is complete and accurate.

- C. No review or receipt of such records by the Engineer or the Owner shall be a waiver of any change from the Contract Documents or the shop drawings, or in any way relieve the Contractor of his responsibility to perform the work as required by the Contract Documents, and the shop drawings to the extent they are in accordance with the Contract Documents.

END OF SECTION

012200.1 SCOPE

This section covers the method of measurement and payment for items of work included in the lump sum bid as well as work that is outside of the lump sum price. The work items that will be considered outside the lump sum bid price shall include changes from the bid set due to the permitting process, owner requests, additions/deletions by governing officials onsite, and by Engineer due to adverse field conditions.

012200.2 GENERAL

The total lump sum price of the contract shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work including furnishing all materials, equipment, supplies and appurtenances; providing all construction, equipment and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the lump sum bid. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of the contractor and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the bid.

012200.3 ESTIMATED QUANTITIES

All estimated quantities stipulated in the Bid or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing bids submitted for the work. No guarantee is expressed or implied that the quantities shown in the Bid shall be required to fulfill the contract. The basis of payment for work and materials shall be the percentage complete of the lump sum contract. The contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

012200.4 WORK ITEMS OUTSIDE OF THE LUMP SUM SCOPE

The following describes the method of measurement and payment for the bid items that fall outside work covered on the Bid. The Engineer prior to performance of work must approve work items outside the scope of the lump sum bid and their quantities. Work items completed outside of the scope of work prior to Engineer approval will be deemed a subsidiary obligation of the contract, and therefore compensation will not be given for any work not pre-approved.

012200.5 ADDITIONAL WORK AS DIRECTED AND APPROVED BY ENGINEER

UNDERCUT UNSUITABLE MATERIAL, REMOVE OFFSITE, BACKFILL WITH STONE

The quantity of “undercut unsuitable material, remove offsite, backfill with stone” To be paid for will be by cubic yard measured in place by the average end area method, based on measurements made prior to and following excavation. The quantity measured will be paid for at the Contract price for “undercut unsuitable material, remove offsite, backfill with stone” Work associated with this line item shall consist of the removal and disposal of unsuitable materials and providing and placement of stone to replace the unsuitable material removed, as determined by the Engineer. The unit price bid per cubic yard of “undercut unsuitable material, remove offsite, backfill with stone” installed in place shall include all costs for excavation disposal, and providing the stone backfill including all installation, excavation and hauling costs as well as all cost for the disposal of unsuitable material.

UNDERCUT UNSUITABLE MATERIAL, REMOVE OFFSITE, BACKFILL WITH COMPACTED SOIL

The quantity of “undercut unsuitable material, remove offsite, backfill with compacted soil” to be paid for will be by cubic yard measured in place by the average end area method, based on measurements made prior to and following excavation. The quantity measured will be paid for at the Contract price for “undercut unsuitable material, remove offsite, backfill with compacted soil” Work associated with this line item shall consist of the removal and disposal of unsuitable materials and providing and placement of compacted soil fill to replace the unsuitable material removed, as determined by the Engineer. The unit price bid per cubic yard of “undercut unsuitable material, remove offsite, backfill with compacted soil” installed in place shall include all costs for excavation disposal, and providing the stone backfill including all installation, excavation and hauling costs as well as all cost for the disposal of unsuitable material.

MASS ROCK REMOVAL

The quantity of “mass rock removal” to be paid for will be by cubic yard measured in place by the average end area method, based upon measurements made prior to and following removal. The quantity measured will be paid for at the Contract unit price per cubic yard for “mass rock removal.” Such price and payment will be compensation for all work covered by this section including but not limited to drilling, explosives, loading of drill holes, blasting, removal and disposal of rock in an Engineer approved location.

CABC STONE

Work associated with this line item shall consist of providing CABC stone for additional backfill, or permanent dewatering as determined by the engineer. The unit price bid shall include all excavation, and material cost. CABC stone used for PVC or HDPE pipe bedding per the plans will not be paid for under this item, as it shall be included in the lump sum price for the project.

CABC stone shall be paid for at the unit bid price for the total number tons used as backfill, and/or permanent means of dewatering. The contractor shall provide the engineer haul tickets for each load of CABC stone utilized on the project.

CLASS II RIP RAP

This item of work shall include furnishing and installing Class II rip rap as shown on the drawings. The unit price shall include the stone, non woven filter fabric and placement according to the plan detail.

Payment for rip rap will be by the actual number of tons of Class II rip rap properly installed. The Contractor shall furnish certified weight tickets of materials

MIRAFI HP 370

The quantity of “Mirafi HP 370” to be paid for will be by the square yard measured in place. The quantity measured will be paid for at the Contract price under “Mirafi HP 370”. Work associated with this line item shall consist of the complete installation of this woven geotextile fabric in accordance with the manufacturer’s recommendation. The areas for installation of this fabric will be determined by the Engineer.

END OF SECTION

DIVISION 03

CONCRETE



PART 1: GENERAL**1.01 SCOPE OF WORK**

This section includes cast-in-place concrete as shown on Drawings, and as specified herein. In general, this work includes providing cast-in-place concrete consisting of Portland Cement, fine and coarse aggregate, selected admixtures, mixing, transporting, placing, finishing, and curing as herein specified. This section further includes related items of quality control, testing, and evaluation of concrete strength.

1.02 STANDARDS

- A. Some products and execution are specified in this section by reference to published specifications or standards of the following with respect abbreviations used.

1. American Concrete InstituteACI
2. The American Society for Testing and MaterialsASTM

- B. The current edition of the following standard references shall apply to the work of this Section as indicated. Suffixes indicating issue date are omitted from reference numerals elsewhere in the text. Concrete work shall comply with the following standards and codes except as indicated otherwise on the Drawings or herein.

1. ACI 301 "Specifications for Structural Concrete"
2. ACI 304 "Recommended Practice for Measuring, Mixing Transporting, and Placing Concrete"
3. ACI 305 "Recommended Practice for Hot Weather Concreting"
4. ACI 306 "Recommended Practice for Cold Weather Concreting"
5. ACI 308 "Recommended Practice for Curing Concrete"
6. ACI 309 "Recommended Practice for Consolidation of Concrete"
7. ACI 311 "Recommended Practice for Concrete Inspection"
8. ACI 214 "Recommended Practice for Evaluation of Compressive Test Results of Field Concrete"

9. ACI 211.1 "Recommended Practice for Selecting Proportions 70 for Normal Weight Concrete"
10. ACI 211.2 "Recommended Practice for Selecting Proportions for Structural light-weight Concrete"
11. ACI 212 "Guide for Use of Admixtures in Concrete"
12. ACI 214 "Recommended Practice for Evaluation of Compression Test Results of Field Concrete"

1.03 QUALITY ASSURANCE

- A. If the average strength of the laboratory control cylinders shows the concrete to be below the specified design strength, the aggregate proportions and water content may be changed by the Engineer, who, in addition to such changes, may require core tests. Tests confirming concrete strengths on hardened concrete, which was poured without testing, shall be paid for by the Contractor.
- B. Prepare design mixes for each class of concrete used in accordance with ACI 311.1. The Contractor shall pay for all design mix costs. Submit written reports to the Engineer for each proposed mix for each class of concrete prior to start of work. Do not begin concrete production until mixes have been reviewed by the Engineer.
- C. Strength data for establishing standard deviation and required overstrength factor will be considered suitable if the concrete production facility has certified records consisting of at least 30 consecutive tests in one group or the statistical average for two groups totaling 30 or more tests representing similar materials and project conditions. Records of these tests shall be submitted with the proposed design mix.
- D. If standard deviation exceeds 800 psi or if no suitable records are available, selected proportions to produce an average strength of at least 1200 psi greater than the required compressive strength of concrete. If standard deviations are less than 600 psi, the minimum overstrength factor required in the design mix shall be in accordance with ACI 318, Section 4.3.1.
- E. Design mixes shall be proportioned using the maximum specified slump and temperature. Laboratory test data for revised mix designs and strength results must be submitted to and accepted by the Engineer before using in the work. Admixtures shall be used in strict accordance with the manufacturer's written instructions. Design mix shall be proportioned using the proposed admixtures at optimum recommended dosages. The manufacturer of the mixture shall prepare and submit test data used to determine the optimum dosage.

1.04 SUBMITTALS

The Contractor shall submit four copies of the proposed design mix for each class of concrete specified herein in accordance with the requirements herein. Design mixes shall be submitted two weeks prior to placement of concrete. The cost of the design mix shall be paid for by the contractor. Submit records of all concrete pours showing exact location of pour, date of pour, quantity of pour, and class of concrete poured to the Engineer each month. Temperature at time of pour should also be recorded. Submit to the Engineer chemical and physical analysis of all cement and fly ash delivered to the batch plant seven (7) days prior to use of the cement or fly ash.

PART 2: PRODUCTS

2.01 MATERIALS

- A. PORTLAND CEMENT shall be fresh stock of an approved standard brand meeting the requirements of ASTM C-150, of Type II and shall be 4000 PSI unless otherwise specified. Only one brand of cement shall be used except when otherwise approved by the Engineer, and the Contractor shall inform the Engineer of the brand name of the cement proposed for use. The Contractor shall submit a copy of mill test reports on all cement delivered to the job 7 days prior to use of the cement. Cube strength from mill tests shall have a tolerance of ± 600 psi. The fineness of cement used shall not have more than 10% retained on a #325 mesh screen when tested in accordance with ASTM C-430.
- B. FLY ASH shall have a high fineness and low carbon content and shall exceed the requirements of ASTM C-618. Specifications for Fly Ash and Raw or Calcined Natural for use in Portland Cement Concretes for Class 7, except that the loss of ignition shall be less than 3%, and all fly ash shall be a classified processed material. Fly ash shall be obtained from one source for the concrete delivered to the project. Complete chemical and physical analysis of each carload of fly ash shall be submitted to the Engineer ten (10) days prior to use of each carload delivered. Concrete mixes proportioned with fly ash shall contain not less than 10% nor more than 20% by weight of cement of fly ash.
- C. CONCRETE AGGREGATE for stone concrete shall consist of clean crushed stone or gravel having hard, strong, uncoated particles free from injurious amounts of soft, thin, elongated or laminated pieces, alkali, organic or other deleterious matter. Maximum aggregate size shall be 3/4" of slabs, columns, etc. The maximum permissible percentage of elongated particles shall not exceed 5% by weight. Elongated particles are those defined as having a length equal to or greater than 5 times the width. Samples of coarse aggregate shall be submitted to the testing laboratory for testing and approval prior to use. The fineness modulus of the coarse aggregate shall not vary for more than $\pm 0.3\%$.
- D. FINE AGGREGATE shall consist of sand, stone screening, or other inert materials with similar characteristics having clean, strong, durable, uncoated grains and free from lumps, soft or flaky particles, clay, shale, alkali, organic

matter or other deleterious substances. Fine aggregate shall be submitted for testing and approval to the testing laboratory. The laboratory shall verify that fine aggregate conforms to ASTM standards by making standard colormetric, sediment, and comparative tensile tests, and by sieve analysis. The fineness modules of the sand shall not vary by more than $\pm 0.2\%$. Color shall be standard as determined from colormetric tests.

- E. CONCRETE ADMIXTURES, when required or permitted shall conform to the appropriate specification listed. Do not use admixtures, which have not been incorporated and tested in the accepted mixes unless otherwise authorized in writing by the Engineer. Air-entraining admixtures shall exceed the requirements of ASTM C-260, "Specifications for Air-Entraining Admixtures for Concrete". Water reducing admixtures shall be hydroxylated polymer type exceeding the requirements of ASTM C-494, Type A.
- F. PREMOLDED EXPANSION JOINT FILLERS shall conform to ASTM D1751.
- G. LIQUID CURING MATERIAL for concrete shall exceed the requirements of ASTM C-309, Type I. Products acceptable shall provide water retention not exceeding a loss of 0.020 grams per sq. cm. when tested at a coverage of 200 sq. ft. per gallon and tested in accordance with ASTM C-156. Submit test data verifying these requirements for approval.
- H. BURLAP shall be free of sizing or any substance that is injurious to cement or can cause discoloration. Burlap shall be rinsed in water prior to use. Burlap shall be sufficient thickness to retain water without requiring wetting.
- I. STEEL FOR EMBEDDED ANGLES AND PLATE CAST IN CONCRETE shall conform to ASTM A-36. Plates and angles shall receive a commercial sand blast and be painted with an inorganic zinc base paint equal to Carbomastic #11, or an approved equal.
- J. CRUSHED STONE FILL, 4" in depth, shall be placed under all concrete floors in contact with the ground. Stone shall be uniform 3/4" stone, no fines, compacted as thoroughly as possible by tamping and rolling. Stone fill shall conform to ASTM C-33.
- K. VAPOR BARRIER shall be a minimum of a 6 mil polyethylene.
- L. WATERSTOPS shall be Sealtight PVC waterstrips as manufactured by the W.R. Meadows Co., or an approved equal. All waterstops shall be Type 6316. Water bars shall be located in all expansive joints in the concrete and in all construction joints in concrete walls.
- M. JOINT SEALING COMPOUND shall be a two-part mineral filled epoxy polyurethane, and shall be used for all exposed joints in exterior paving slabs,

sidewalks, where concrete slabs abut concrete walls, and in exposed joints in slabs on grade.

- N. SURFACE COATING for all exposed concrete except where otherwise shown shall be a masonry water proofer or sealer.
- O. AIR ENTRAINMENT: Air-entraining admixtures shall be used for all concrete exposed to freezing and thawing or subjected to hydraulic pressure. Entrained air shall conform to the air control limits of Table 3.4.1 of ACI 301. The water-cement ratio for all air-entrained concrete exposed to freezing and thawing shall not exceed 0.53.
- P. SLUMPS: All concrete shall be proportioned and produced to have a maximum slump of 4" and a minimum slump of 2" as per ASTM C143. A tolerance of up to but not exceeding 1" above the indicated maximum shall be allowed for individual batches in any one day's pour provided the average of the most recent ten batches within the same pour does not exceed the maximum limits. No tolerance will be permitted for individual batches when less than ten (10) batches are delivered for one day's pour.
- Q. CONCRETE MIXING
 - 1. Concrete shall be mixed at batch plants or it may be transit mixed as specified herein. Concrete batch plants must comply with the requirements of ASTM C-94 for ready-mixed concrete, ASTM C33 for aggregates and ACI-304 with sufficient capacity of producing concrete of the quantity and quality as specified herein. All plant facilities are subject to inspection by the Engineer. Ready-mix concrete shall comply with requirements of ASTM C-94, and as specified herein, unless otherwise noted. During hot weather or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 will be required as follows:
 - a. When air temperatures are between 80°F. and 90°F., reduce the mixing and delivery time from 1-1/2 hours to 1 hour
 - b. When outside air temperatures are above 90°F, reduce the mixing and delivery time from 1-1/2 hours to 45 minutes.
 - 2. Addition of water at the site for concrete mix with insufficient slumps, slumps less than the maximum specified herein, will not be permitted. Concrete delivered to the project with slump less than the minimum or greater than the maximum specified shall be rejected and discarded off site.
 - 3. Batch tickets for each load of concrete shall be submitted to the Engineer. The following information shall be provided on each batch ticket:

- a. Design mix designation
 - b. Exact time cement, water and aggregate were discharged into the mix
 - c. Compressive strength of mix
 - d. Amount of water added to the mix
4. Maintain equipment in proper operating condition, with drums cleaned before charging of each batch. Schedule delivery of trucks in order to prevent delay of placing after mixing.

5. CONCRETE TYPE AND STRENGTHS

Location	Maximum Size Aggregate	*28 Day Compressive Strength
Slabs on Grade	3/4"	4000 psi
Walls	3/4"	4000 psi
Walks and Steps	3/4"	4000 psi

*Twenty-eight day strength shall be as determined from concrete sampled in accordance with ASTM C-172 and standard 6" x 12" molded cylinders tested in accordance with ASTM C-31 and C-39.

**See notes on plans for required concrete strengths.

PART 3: EXECUTION

3.01 PREPARATION

Before placing concrete, all equipment for mixing and transporting and placing concrete shall be cleaned, all debris and ice removed from spaces to be occupied by the concrete, forms thoroughly cleaned of soil, ice, or other coatings which will prevent proper bond, reinforcement shall be securely tied in place and expansion joint material, anchors, and other embedded items shall be securely positioned. Hardened concrete and foreign materials shall be removed from the conveying equipment.

3.02 CONCRETE PLACEMENT

- A. Place concrete in compliance with the practices and recommendations of ACI 304 or as herein specified. Concrete shall be handled from the mixer to the place of final deposit as rapidly as practical by methods, which will prevent separation or loss of ingredients and in a manner, which will assure that the required quality concrete, is obtained. Conveying equipment shall be of size and design to insure a continuous flow of concrete at the delivery end.

- B. Concrete shall be deposited continuous, or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as provided for in the drawings or as approved. Placing shall be carried on at such a rate that the concrete, which is being integrated, with fresh concrete is still plastic. Deposit concrete as nearly as possible to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure, which will cause segregation.
- C. Concrete shall not be allowed to "freefall" a distance greater than 3'-0". All concrete placed in columns and walls shall be placed through a tremie with the bottom or outlet of the tremie being held at maximum of 3'-0" above the surface where concrete is being placed.
- D. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
- E. Do not use concrete which has become non-plastic and unworkable or does not meet the required quality control limits, or which has become contaminated by foreign material. Remove rejected concrete from the project site and dispose of in an acceptable location. Consolidate concrete placed in forms by mechanical vibrating equipment supplemented by hand spading, rodding, and tamping. Vibration of forms and reinforcing steel will not be permitted.
- F. Do not use vibrators to transport concrete inside forms. Insert and withdraw vertically at uniformly spaced locations not further than the visible effectiveness of the vibrator. Do not insert vibrators into lower levels of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcing and other embedded items without causing segregation of the mix.
- G. Deposit and consolidate concrete in slabs in a continuous operation, within the limits of construction joints until the placing of the entire section is complete.
- H. Bring surface of slabs to the correct elevations with a straight edge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of lumps and hollows. Do not sprinkle water on the plastic surface. Do not disturb the surface prior to beginning the finish operation.
- I. Concrete placed by plumbing shall conform to the recommendations of ACI Publication, "Placing Concrete by Pumping Methods."

3.03 CONSTRUCTION JOINTS

Joints not shown on the drawings shall be made at locations that will least impair the strength of the structure and shall be approved by the Engineer. In general, they shall be located near the middle of the span of members. Joints in walls and columns shall be located at the underside of floors or slabs, and the tops of foundation walls. Roughen surfaces of hardened concrete at all vertical construction joints. Clean surface of laitance, coatings, loose particles, and foreign matter to expose aggregate. Prepare for bonding of fresh concrete to new concrete that has hardened; at joints between foundation systems and walls dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete. In lieu of neat cement grout, bonding grout may be a commercial bonding agent. Apply to cleaned concrete surfaces in accordance with the printed instruction of this bonding material manufacturer. Provide keyways at least 1-1/2" deep in all construction joints in walls, slabs, and between walls, and foundation systems. Provide PVC Waterstops in all construction joints in concrete walls and in concrete beams and slabs. PVC waterstops shall also be provided between concrete beams and slabs at all expansion joints.

3.04 COLD WEATHER PLACING AND CURING REQUIREMENTS

- A. No concrete is to be placed when the air temperature is 40° F or below and the predicted low temperature for the succeeding 24-hour period is less than 32° F.
- B. All Concrete when placed in the forms shall have a temperature of between 50° and 90° F and shall be maintained at a temperature of not less than 50° F for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength.

3.05 HOT WEATHER PLACING

An approved admixture designed to retard the rate of set shall be used for all concrete placed when temperatures exceed 75°F. Set retarding admixtures shall conform to ASTM C-494, Type D, water reducing and retarding. Wet forms thoroughly before placing. Cool reinforcing by wetting sufficiently so that steel temperatures will be nearly equal to the ambient air temperature. Provide windbreaks around the perimeter of the area where concrete is being placed. Fresh concrete with temperatures of 90°F. or above shall be discarded off site. The amount of cement used in the job is computed for the temperature indicated on the approved design mix. For higher concrete mix temperature, the weight of the cement shall be increased at the rate of 12 lbs. per cubic yard for each 10°F. above the concrete mix temperature.

3.06 CURING AND PROTECTION

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures, and maintain without drying at a relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.

- B. Curing for all horizontal slab surfaces, except those to receive a bonded finish material, during periods when the outside air temperature does not exceed 60°F. shall be provided by applying a membrane-forming curing compound to concrete surfaces as soon as the final troweling or floating operation has been completed. Apply uniformly with a roller brush at a rate not to exceed 200 sq. ft. per gallon. Maintain the continuity of the coating and repair damage to the coat during the entire curing period. Curing for surfaces to receive a bonded finish material shall be as noted below. Curing for all horizontal surfaces during period when the outside air temperature will exceed 60°F. shall be provided by covering the entire surface with burlap. The burlap shall be lapped 1/2 width in order to provide a double thickness of burlap. Immediately following the placement of the burlap, the entire surface shall be maintained continuously wet for a period of 7 days. Do not permit surfaces to dry at any period during the required curing period.
- C. Cure formed surfaces by moist curing with the forms in place for the full curing period, or until forms are removed. If forms are removed before the curing period is complete, apply a membrane-forming curing compound to damp surfaces as soon as the water film has disappeared. Apply uniformly in continuous operation by roller brushes in accordance with the manufacturer's directions.
- D. Do not use membrane curing compounds on surfaces which are to be covered with a coating material applied directly to the concrete or with any other cover or finish material which shall be bonded to the concrete. These surfaces must be watercured with a full coverage of burlap kept continuously moist for a period of 7 days.
- E. During the curing period, protect concrete from damaging mechanical disturbances, including load stresses, shocks, excessive vibration and from change caused by subsequent construction operations.

3.07 SURFACE REPAIRS

- A. Repair and patch defective areas immediately after removal of forms as directed by the Engineer. Cut out honeycombs, rock pockets, voids over 1/2" in diameter and holes left by tie rods and bolts down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surfaces. Exposed reinforcing steel with at least 3/4" clearance all around. Dampen all concrete surfaces in contact with patching concrete, and brush with a neat cement grout coating or concrete bonding agent. Place patching concrete before grout takes its initial set. Mix patching concrete of the same materials to provide concrete of the same type or class as the original adjacent concrete. Place, compact, and finish as required to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
- B. Fill holes extending through concrete by means of a plunger type gun or other suitable device from the least exposed face to insure complete filling. Remove stains and other discolorations that cannot be removed by cleaning for all exposed

surfaces. Repair isolated random cracks and single holes not over 1" in diameter by the dry-pack method. Groove the top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen all cleaned concrete surfaces and brush with a neat cement grout coating. Place dry-pack, consisting of 1 part Portland cement to 2-1/2 parts fine aggregate passing a #16 mesh sieve using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match the existing surface.

- C. Fill in holes and openings left in concrete structures for the passage of work by other trades, unless otherwise shown or directed, after the work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide all other miscellaneous concrete filling shown or required to complete work.
- D. Correct high areas in unformed surfaces by grinding, after the concrete has cured at least 14 days. Correct low areas in unformed surfaces during, or immediately after, completion of surface finishing operations by cutting out the low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.

3.08 SLABS ON GRADE

A. PREPARATION OF SUBGRADE

The subgrade shall be well drained and of adequate and uniform loadbearing nature. The in-place density of the subgrade soils shall be at least the minimum required in the specifications. The bottom of an undrained granular base course shall not be lower than the adjacent finished grade. The subgrade shall be free of frost before concrete placing begins. If the temperature inside a building where concrete is to be placed is below freezing, it shall be raised and maintained above 50°F. long enough to remove all frost from the subgrade. The subgrade shall be moist at the time of concreting. If necessary, it shall be dampened with water in advance of concreting, but there shall be no free water standing on the subgrade nor any muddy or soft spots when the concrete is placed.

B. JOINTS

Joints in slabs on grade shall be located as to divide the slab in areas not in excess of 800 sq. ft. The maximum distance between joints in slabs on grade at all points of contact between slabs on grade and vertical surfaces such as foundation walls and elsewhere as indicated. At exposed joints, recess the premolded fill on a minimum of 1/2", and fill the remaining section with a joint seal and as specified herein. All exposed construction joints in the slabs on grade shall have the edges tooled and the crack and groove formed by the edging tool filled with a polyurethane joint sealant. No kold-key or metal form joints will be permitted.

3.09 SIDEWALKS

- A. Brooming of the concrete surface shall be done transverse to the direction of traffic. Joint spacing shall not be less than 5'-0". Where existing sidewalks are being widened, transverse joints shall be located so as to line up with existing joints in the adjacent sidewalk. Joints shall not be sealed.
- B. All sidewalks shall contain 6"x6" / 1.4x1.4 WWF. Chairs shall be installed or WWF lifted during placement to allow WWF to be within middle 1/3 of sidewalk cross section.
- C. Backfill shall be compacted to a degree comparable to the adjacent undisturbed material.

3.10 CURB AND GUTTER

- A. Concrete curb/curb and gutter shall meet the requirements of Section 846-3 of the NCDOT Standard Specifications for Roads and Structures (latest edition).
- B. The concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line.
- C. No earth backfill or pavement shall be placed adjacent to the curb and gutter until at least three curing days have elapsed. Backfill shall be compacted to a degree satisfactory to the Engineer.

3.11 FINISHES

A. STANDARD ROUGH FORM FINISH

Provide a standard rough form finish to all concrete formed surfaces that are to be concealed in the finish work or other construction. (**NOTE:** Interior faces of walls of water retaining structures are not considered to be concealed.) Standard rough form finish shall consist of all defective areas repaired as specified and all holes or voids larger than 3/8" filled with cement grout.

B. STANDARD FINISH FOR EXPOSED SURFACES

Provide an applied surface finish of Masonry Water proofer or Sealer to all exposed interior and exterior concrete finishes unless otherwise noted. Interior faces of walls of water retaining structures, including areas which are normally submerged, are considered to be exposed surfaces and shall receive the specified standard finish for exposed surfaces. The surface finish shall consist of chopping and/or grinding down all high spots removing grinding of all burrs and/or other projections, filling all voids 3/8" and larger, and cutting out all unsound concrete and patching as specified herein. Before applying the finish, wet and clean the surface of all grease, oils, efflorescence, and other foreign material. Dampen surface immediately ahead of application. Apply the finish coat with a tampico

fiber brush by laying the finish coat on the wall in a thick coat of a minimum of 2 lbs. per sq. yard, and brush to a uniform level surface. Do not apply in temperatures 40°F or below, or when temperatures are likely to fall below 40°F within 24 hours after application. The finish coat shall be mixed in strict accordance with the manufacturer's written instructions. After the finish coat has cured, apply a finish coat of masonry water proofer or sealer at a minimum of 12 lb. per sq. yd. Trained technicians shall apply the masonry water proofer or sealer.

C. SMOOTH FORM FINISH

Provide a smooth form finish for all exposed interior concrete walls inside buildings, in pipe gallery areas, or as noted on the Drawings. Standard form finish shall produce a smooth, hard, uniform texture on the concrete. The arrangement of the forms and the number of seams and joints shall be kept to a minimum. Immediately after forms are removed, cut out all unsound concrete and patch as specified herein, and fill all pinholes and other voids larger than 1/4" with a cement grout. Compress mortar into voids with a firm rubber trowel or float. After mortar dries, wipe off surface with burlap.

D. SLAB FINISHES

1. Scratched Finish

After the concrete has been placed, consolidated, struck off, and leveled to a Class C tolerance, the surface shall be roughened with stiff brushes or rakes before a final set. A scratched finish shall be applied to all surfaces which are to receive a bonded surface finish.

2. Floated Finish

After the concrete has been placed, consolidated, struck off, and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation. During or after the first floating, planeness of surface shall be checked with a 10'-0" straight edge applied at not less than two different angles. All high spots shall be cut down and all low spots filled during this procedure to produce a surface with Class B tolerance throughout. This slab shall then be floated immediately to a uniform sandy texture. A float finish shall be applied to all slab surfaces, which are to receive a waterproofing membrane.

3. Troweled Finish

The surface shall first be float-finished as specified. It shall next be power troweled, and finally hand troweled. The first troweling after power floating shall produce a smooth surface, which may still show some

trowel, marks. Additional troweling shall be done by hand after the surface has hardened sufficiently. The final troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be thoroughly consolidated by the hand troweling operations. The finished surface shall be essentially free of trowel marks, uniform in texture, and appearance, and shall be planed to a Class tolerance. On surfaces intended to support floor coverings, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding. A trowel finish shall be applied to all surfaces, which are exposed to view or are to receive a floor covering of carpet, vinyl, asbestos, tiles, etc.

4. Broom Finish

Immediately after the concrete has received a float finish as specified in Section B, it shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface. A broom finish shall be applied to all parking surfaces, exterior concrete walks, and concrete paving slabs.

3.12 FINISHING TOLERANCES

Finishes with a Class C tolerance shall be true planes within 1/4" in 2'-0" as determined by a 2'-0" straight edge placed elsewhere on the slab in any direction. Variation from level for Class A. tolerance shall not exceed 1/4" in 10'-0" or 1/2" maximum in any one bay between columns. Variation from level for a Class B and Class C finish shall not exceed 1/4" in 10'-0" or 3/4" in any one bay between columns.

3.13 RELATED UNFORMED SURFACES

As tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching the adjacent formed surfaces. Continue the final surface treatment of formed surfaces uniformly across the adjacent unformed surface unless otherwise shown.

3.14 MISCELLANEOUS CONCRETE ITEMS

- A. Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- B. Provide machine and equipment bases and foundations, as shown on the drawings. Set anchor bolts for machines and equipment to template at correct elevations prior to placement of the concrete, complying with certified diagrams or templates of the manufacturer finishing machines and equipment.

3.15 INSPECTION

Before placing concrete, the formwork installation, reinforcing steel, and items to be embedded or cast-in must be complete. Notify other crafts involved in ample time to permit the installation of their work; co-operate with other trades in setting such work, as required. Notify Engineer upon completion of installation of all reinforcing and other items in ample time to permit inspection of the work before concrete is poured. Soil bottoms at foundation systems are subject to testing laboratory as directed by the Engineer. Place concrete immediately after approval of foundation excavations.

3.16 TESTING AND QUALITY CONTROL

- A. The Owner shall employ a concrete testing laboratory to provide all laboratory testing services on the project and a concrete technician to perform all quality control tests on concrete and materials used to batch concrete. The testing agency employed shall meet the requirement of "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction", (ASTM E-329).
- B. The Contractor shall provide and maintain adequate facilities on the project for the testing laboratory to locate the required testing equipment and for safe storage area for test cylinders. The general contractor shall provide at his own expense all casual labor needed to assist the concrete technician in obtaining samples of concrete and concrete materials and moving and transporting cylinders and materials which are being tested.
- C. The following services shall be performed by the designated testing agency:
 - 1. Review and/or check-test the Contractor's proposed materials for compliance with the specifications.
 - 2. Review and/or check-test the Contractor's proposed mix design as required by the Engineer.
 - 3. Secure production samples of materials at plants or stock-piles during the course of the work and test for compliance with the specifications as required by the Engineer.
 - 4. Conduct strength tests of the concrete during construction in accordance with the following procedures:
 - a. Secure composite samples in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172). Each sample shall be obtained from a different batch of concrete on a random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement.
 - b. Mold and cure three specimens from each sample in accordance with "Method of Making and Curing Concrete Compression and

Flexural Specimens in the Field" (ASTM C-31). Any deviations from the requirements of this Standard shall be recorded in the test report.

- c. Test specimens in accordance with "Method of Test for Compression Strength of Molded Concrete Cylinders" (ASTM C-39). Two specimens shall be tested at 28 days for acceptance and one shall be the average of the strengths of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens in the test show any of the above defects, the entire test shall be discarded. When high early strength concrete is used, the specimens shall be tested at the ages indicated in the Contract Documents.
 - d. Make at least one strength test for each 50 cu. yd., or fraction thereof, of each mix design of concrete placed in any 1 day. When the total quantity of concrete with a given mix design is less than 50 cu. yd., the strength test may be waived by the Engineer if, in his judgment, adequate evidence of satisfactory strength is provided, such as strength test results for the same kind of concrete supplied on the same day and under comparable conditions to other work or other projects.
- 5. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, using "Method of Test for Slump of Portland Cement Concrete" (ASTM C-143). Slump is to be 4" with a +/- 1" tolerance. Anything not in this range is to be approved by the engineer prior to placement.
 - 6. Determine air content of normal weight concrete sample for each strength test in accordance with either "Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method" (ASTM C-231), "Method of Test for Air Content of Freshly Mixed Concrete by the Volumetric Method" (ASTM C-173), or "Method of Test for Weight per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete", (ASTM C-138). Concrete shall be air entrained with 5-7% air.
 - 7. Determine unit weight of concrete sample for each strength test.
 - 8. Determine temperature of concrete sample for each strength test. If temperature is 90° or above, concrete is not to be used.
 - 9. Determine in-place strength of concrete by curing cylinders under the same field conditions that the concrete representing these field cylinders is

cured and additionally by determining the degree/hours of curing required for the concrete to develop the required strength for form removal.

10. Inspect concrete batching, mixing and delivery operations to the extent deemed necessary by the Engineer.

3.17 EVALUATION AND ACCEPTANCE OF CONCRETE STRUCTURES

- A. The concrete quality control testing as specified will be evaluated by the following criteria:
 1. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the averages of all sets of three consecutive compressive strength test results equal or exceed the 28-day design compressive strength of the type of class of concrete; and, no individual strength test falls below the required compressive strength by more than 500 psi. If compressive strength tests fail to meet these requirements, the concrete represented by these tests will be considered deficient and subject to additional testing and/or removal.
 2. Concrete work, which does not conform to the specified requirements, including strength, tolerance and finishes, shall be corrected as directed at the Contractors expense, without extension of time therefor. The Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from correction to the concrete work. Core tests, if required, shall be evaluated in accordance with the requirements of ACI 318-77.

END OF SECTION

DIVISION 31

EARTHWORK



PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. The work of this section consists of removal and disposal of structures, old pavements, abandoned pipelines, and other obstructions as designated, including salvaging of materials and backfilling of resulting trenches, holes and pits. Also included is all work, which relates to explosives including receiving, handling, transporting, storing, distributing, priming, loading, firing, and disposal.

1.02 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Division 1 of the Specification and Addenda apply to this section.

PART 2: NOT USED**PART 3: EXECUTION****3.01 DEMOLITION**

A. BITUMINOUS PAVED AREAS

Scarify and completely remove. Resultant material may be utilized in bottom portion of areas to receive fill. No pieces shall be left exposed in the fill slopes. If material is used in any portion of the new construction, layers shall be a maximum of 8" and separated by minimum 6" layers of earth. Water and compaction requirements are specified under other sections. No compaction is required for materials used for obliteration work outside the limits of new construction.

B. REMOVAL OF CONCRETE SURFACES AND STRUCTURES

Concrete designed for removal, break into pieces and use for rip-rap. Volume, minimum 0.5 cubic foot; 75% of pieces shall be between 1.5 and 2.0 cubic feet. Stockpile at designated locations.

C. PIPE REMOVAL

Remove pipe, exercising care to avoid breaking or damaging. Store pipe to be re-laid as directed.

EXPLOSIVES**A. LEGAL REQUIREMENTS**

Comply with all applicable Federal, State, and local laws and regulations pertaining to the use, storage, and handling of explosives. It is the intent of these specifications to comply with such laws and regulations. In the event of inconsistencies between these specifications and the laws and regulations, the laws and regulations take precedence, subject to final determination by the Engineer.

B. PROTECTION

The Contractor shall exercise the utmost care not to endanger life and property. Make proper use of blasting mats and other protective devices adopting whatever additional precautions are deemed necessary to prevent damage to trees, shrubs, other landscape features, buildings, utilities, monuments, and other structures. Make every effort to prevent damage to the natural and the constructed surroundings. Should damage occur, make restoration as required by the Engineer.

C. PERSONNEL

One competent, experienced person shall be specifically designated in charge of explosives. The designated person must present certification to the Engineer that he has successfully completed a course in the handling and use of explosives, given by an accredited institution such as the U.S. Bureau of Mines, DuPont, or other explosive manufacturing company. He shall exercise careful supervision of all work related to the use, storage, and handling of explosives. Permit only a minimum number of competent, experienced men, consistent with efficient operation, to handle explosives. Exclude anyone demonstrating carelessness, incompetence, or inexperience from further handling of explosives.

D. GENERAL REQUIREMENTS

The Contractor shall give special attention to the following specific rules:

1. Locate magazines in accordance with the American Tale of Distances for Storage of Explosives and only at sites approved by the Engineer.
2. Magazines shall be bulletproof, fireproof, burglarproof, weather resistant, constructed with adequate screened ventilation and dry wood floors. Countersink all nails exposed to the interior of magazines.
3. Do not store detonators with other explosives but in separate magazines.
4. Magazines shall not be provided with artificial heat or lights.
5. Securely lock magazines.
6. Mark magazines and roads in area with appropriate caution and danger signs.

7. Clear blast area of unnecessary personnel and equipment before delivery of any explosives to the site.
8. Keep no more than a one-day supply of explosives at or near the work site. Keep explosives in approved portable magazines in locations approved by the Engineer.
9. Use only wooden tamping bars for charging explosives into drill holes.
10. Do not use electricity from light or power circuits for firing shots unless the electrical connection to the circuit is made within an enclosed switch box securely locked with switch in open position.
11. Provide a positive warning system to give adequate warning in every direction immediately prior to firing explosives. Guard all access points to the blast area to halt personnel and vehicles a safe distance from the blast. Maintain intercommunication between guards and person firing the blast assuring the blast area is clear prior to firing.
12. Provide special signs or signals at all access points including a warning to turn off radio transmitters whenever electrical detonators are used.

3.03 DISPOSAL

- A. Dispose of debris from demolition operations in an approved and satisfactory manner.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

The work covered by this Section consists of the installation of an acceptable engineering fabric (filter fabric) appropriate for the application(s) called for on the plans. Placement of the fabric shall be an integral function of the construction of shoulder drains, subsurface drainage systems, temporary silt fences and placement of erosion control stone or rip rap facilities. The Contractor shall furnish all equipment, tools, labor and materials necessary to complete the work in accordance with the plans and specifications.

PART 2: PRODUCTS**2.01 MATERIALS**

Engineering fabric shall have material properties strictly conforming to those specified in Section 1056 of the "Standard Specifications for Roads and Structures" dated January 1, 2018, published by the North Carolina Department of Transportation. The Contractor shall provide engineering fabric(s) for various applications which meet or exceed the corresponding criteria for each different fabric utilized per the subject specification.

PART 3: EXECUTION**3.01 INSTALLATION****A. GENERAL REQUIREMENTS**

1. Engineering fabric installed under erosion control stone or rip rap shall be placed at locations, to the dimensions as shown on the plans or as directed by the Engineer.
2. Surfaces to receive filter fabric shall be graded to the lines and grades as shown on the plans, unless otherwise directed by the Engineer. The surface shall be free of obstructions, debris and pockets of soft or low density material.
3. At the time of installation, the fabric shall be free of defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage.
4. The filter fabric shall be laid smooth and free from tension, stress, folds, wrinkles, or creases. Horizontal overlaps shall be a minimum of 12 inches with the upper fabric overlapping the lower fabric. Vertical overlaps shall be a minimum of 18 inches with the upstream fabric overlapping the downstream fabric. In the event that the fabric is displaced or damaged during stone placement, the stone shall be

removed and the fabric repositioned or replaced prior to replacement of the stone, all at no additional cost to the Owner.

5. The placement of the filter fabric and stone shall be performed in a continuous manner as directed by the Engineer. The filter fabric shall be protected from damage due to the placement of stone or other materials by limiting the height of drop of the material or by placing a cushioning layer of sand on top of the fabric before dumping the material.
6. No more than 72 hours shall elapse from the time the fabric is unwrapped to the time the fabric is covered with stone or sand.
7. Filter fabric installed in association with shoulder drains or other subsurface drainage systems shall be installed in such a manner that all splice joints are provided with a minimum overlap of 2 feet. The overlap of the closure at the top of the trench shall be at least 6 inches and secured with mechanical ties. Where outlet pipe passes through the fabric, a separate piece of fabric shall be wrapped around the outlet pipe, flared against the side of the filled drain, and secured with anchor pins.
8. Field splices of filter fabric shall be anchored with anchor pins to insure that required overlap is maintained.
9. At the time of installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.
10. Aggregate placement operations and the pipe installation shall be done so as to prevent damage to the filter fabric. Damaged sections of filter fabric shall be replaced at no cost to the Owner.
11. The aggregate shall be compacted to a degree acceptable to the Engineer by the use of a vibratory compactor before making the filter fabric closure at the top of the trench.
12. Filter fabric installed in association with temporary silt fences shall be a water permeable filter type for the purpose of removing suspended particles from the water passing through it. Silt fences shall be constructed in accordance with Section 1605 of the "Standard Specifications for Roads and Structures" dated January 1, 2018, published by the North Carolina Department of Transportation in the locations and to the configurations as shown in the plans and as directed by the Engineer. Should the requirements of local, regional or state authorities having jurisdiction over the project exceed the requirements of this section or other sections in this specification regarding temporary silt fences, the more stringent shall govern.

B. PHYSICAL PROPERTIES OF ENGINEERING FABRICS

PHYSICAL PROPERTIES OF ENGINEERING FABRICS					
Physical Property	Test Method (Article 1056-2)	Type 1	Type 2	Type 3	
				Class A	Class B
Min. Roll Width	---	---	---	36"	36"
Min. Fabric Weight	1	4.0 oz/yd ²	---	---	---
Min. Tensile Strength	2	90 lb.	200 lb.	50 lb.	100 lb.
Elongation	2	80% Max.	15% Min.	30% Max.	25% Max.
Min. Burst Strength	3	150 psi	400 psi	100 psi	180 psi
Min. Puncture Strength	4	45 lb.	80 lb.	30 lb.	60 lb.
Apparent Opening Opening Size - Max/Min (U.S. Std. Sieve)	5	60/100	30/130	20/50	20/50
Min. Ultra-Violet Exposure Strength Retention	6	80 lb.	140 lb.	40 lb.	80 lb.
Fungus Resistance	7	No Growth	No Growth	No Growth	No Growth
Min. Permeability (Thickness x Permittivity)	8	0.2 cm/sec.	---	---	---
Min. Flow Rate	8	---	---	10 gal/min/ft ²	10 gal/min/ft ²
Typical Application	--	Shoulder Drain	Under Riprap	Temporary Silt Fence	

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. The work covered by this section consists of the disposal of waste and debris in accordance with the requirements of these specifications. Waste will be considered to be all excavated, grubbed or removed materials, which are not utilized in the construction of the project.

PART 2: NOT USED**PART 3: EXECUTION****3.01 GENERAL REQUIREMENTS**

- A. Waste shall be disposed of in areas that are outside of the project area and provided by the Contractor, unless otherwise required by the plans or special provisions or unless disposal within the project area is permitted by the Engineer.
- B. The Contractor shall maintain the earth surfaces of all waste areas, both during the work and until the completion of all seeding and mulching or other erosion control measures specified, in a manner which will effectively control erosion and siltation.
- C. The following requirements shall also be applicable to all waste or disposal areas other than active public waste or disposal areas:
 - 1. Rock waste shall be shaped to contours which are comparable to and blend in with the adjacent topography where practical, and shall be covered with a minimum 6" thick layer of earth material either from the project waste or from borrow.
 - 2. Earth waste shall be shaped to contours which are comparable to and blend in with the adjacent topography where practicable, but in no case will slopes steeper than 2:1 be permitted.
 - 3. Construction debris, grubbed debris and all broken pavement and masonry shall be covered with a minimum 6" thick layer of earth waste material from the project or borrow. The completed waste area shall be shaped as required above for disposal of earth waste.
 - 4. Seeding and mulching shall be performed over all earth or earth covered waste areas. The work of seeding and mulching shall be performed in accordance with Section 32 92 19 – Seeding and Mulching.

5. Where the Engineer has granted permission to dispose of waste and debris within the project, the Engineer will have the authority to establish whatever additional requirements may be necessary to insure the satisfactory appearance of the completed project.

Disposal of waste or debris in active public waste or disposal areas will not be permitted without prior approval by the Engineer. Such disposal will not be permitted when, in the opinion of the Engineer, it will result in excessive siltation or pollution.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. Clearing and grubbing shall consist of the removal and satisfactory disposal of all trees, brush, stumps, logs, grass, weeds, roots, decayed vegetable matter, posts, fences, stubs, rubbish and all other objectionable matter resting on or protruding through the original ground surface and occurring within the construction limits or right-of-way of any excavation, borrow area, or embankment.

PART 2: NOT USED**PART 3: EXECUTION****3.01 GENERAL**

- A. Clearing and grubbing operations shall be completed sufficiently in advance of grading operations as may be necessary to prevent any of the debris from the clearing and grubbing operations from interfering with the excavation or embankment operations. All work under this section shall be performed in a manner which will cause minimum soil erosion. The Contractor shall perform such erosion control work, temporary or permanent, as may be directed by the Engineer in order to satisfactorily minimize erosion resulting from clearing and grubbing operations.

- 1. Clearing:

- a. The work of clearing shall be performed within the limits established by the plans, specifications, or the Engineer.
- b. Clearing shall consist of the felling and cutting up, or the trimming of trees, and the satisfactory disposal of the trees and other vegetation together with the down timber, snags, brush and rubbish occurring within the areas to be cleared. Trees and other vegetation, except such individual trees, groups of trees, and vegetation, as may be indicated on the plans to be left standing, and all stumps, roots and brush in the areas to be cleared shall be cut off six inches above the original ground surface.
- c. Individual trees and groups of trees designated to be left standing within cleared areas shall be trimmed of all branches to such heights and in such manner as may be necessary to prevent interference

with construction operations. All limbs and branches required to be trimmed shall be neatly cut close to the whole of the tree or to main branches, and the cuts thus made shall be painted with an approved tree wound paint. Individual trees, groups of trees, and other vegetation, to be left standing shall be thoroughly protected from damage incident to construction operations by the erection of barriers or by such other means as the circumstances require.

- d. The Engineer will designate all areas of growth or individual trees which are to be preserved due to their desirability for landscape or erosion control purposes. When the trees to be preserved are located within the construction limits, they will be shown on the plans or designated by the Engineer.
- e. Clearing operations shall be conducted so as to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and so as to provide for the safety of employees and others. When such damages occur, all damaged areas shall be repaired, removed or otherwise resolved utilizing generally accepted practices at the Contractor's expense.

2. Grubbing:

- a. Grubbing shall consist of the removal and disposal of all stumps, roots and matted roots from all cleared areas, except as herein specified.
- b. In embankment areas, when the depth of embankment exceeds 3'-6" in height sound stumps shall be cut off not more than 6" above the existing ground level and not grubbed. Unsound or decayed stumps shall be removed to a depth of approximately two feet below the natural ground surface.
- c. All depressions excavated below the natural ground surface for or by the removal of stumps and roots shall be refilled with suitable material and compacted to make the surface conform to the surrounding ground surface.

3. Disposal of Cleared and Grubbed Material:

Saw logs, pulp wood, cord wood or other merchantable timber removed incidental to clearing and grubbing shall become the property of the Contractor. All combustible matter shall be deposited at locations approved by the Engineer. Combustible matter may be burned or may be disposed of as stated above. Debris shall not be burned unless written permission or permit is issued by the Fire Marshall having jurisdiction in the area if applicable. The Contractor shall adhere to all limitations and conditions set forth in the permit. Burning shall be done at such time and such manner as to prevent fire from spreading and to prevent any damage to adjacent cover and shall further be subject to all requirements of State or Federal Governments pertaining to the burning. Disposal by burning shall be kept under constant attendance until all fires have burned out or have been extinguished.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. This portion of the project includes the excavation, undercut excavating, grading, earthwork and compaction required as shown on the plans and all other associated miscellaneous items of earthwork construction, as shown on the plans. The Contractor shall furnish all materials, labor, equipment and incidental items necessary to complete this portion of the work as detailed on the plans and as called for in these Specifications.
 - 1. All classified excavation shall be in accordance with Section 226 of the "Standard Specifications for Roads and Structures" dated February 2018, published by the North Carolina Department of Transportation, unless otherwise directed herein.
 - 2. Site grading shall conform to the grades indicated by the finish contours on the plans. Where topsoil, pavement, gravel or crushed stone surfacing and other items are shown, rough grade shall be finished to such depth below finish grade as necessary to accommodate these items. All areas where structures are to be built on fill shall be stripped to such depth as necessary to remove turf, roots, organic matter and other objectionable materials.

PART 2: PRODUCTS**2.01 MATERIALS**

- A. Topsoil shall be considered to mean original surface soil, typical of the area, which is capable of supporting native plant growth, and shall be free of large stones, roots, brush, waste, construction debris and other undesirable material or contamination.
- B. All fill used for site grading operations should consist of a clean (free of organics and debris) low plasticity soil (plasticity index less than 30).

PART 3: EXECUTION**3.01 GENERAL REQUIREMENTS**

- A. Construction stakeout will be provided by the Contractor. Exact locations and grade points are to be staked or fixed by the Contractor before construction. The Contractor shall not disturb any bench marks, reference stakes or property line monuments. In the event it becomes necessary to remove any bench mark,

reference stake or property line monument in the performance of the work, the Contractor shall reference such points in preparation for replacement. If any such points are disturbed or damaged, they shall be replaced by a North Carolina Registered Land Surveyor at the expense of the Contractor.

- B. Existing utility lines (either overhead or underground), sidewalks, fencing, pavement or other structures shown on the drawings, shown to the Contractor or mentioned in the plans and specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. The omission from or the inclusion of utility locations on the plans is not to be considered as the non-existence of or a definite location of existing underground utilities. Any existing construction damaged by the Contractor shall be restored to an equal condition as that existing at the time prior to damage, at the Contractor's expense. If any existing utility is inadvertently damaged during construction, the Contractor shall notify the utility, the Engineer and the Owner of said damaged utility at once so that emergency repairs may be made at the Contractor's expense and to the satisfaction of the party having jurisdiction of the utility.

3.02 CLASSIFIED EXCAVATION

- A. Excavation is classified and includes all excavation to the required elevations. Excavation shall be classified as earth excavation (includes borrow and waste materials as required), trench rock excavation, mass rock excavation, undercut excavation. There shall be no additional payment made for earth excavation. Trench rock excavation, mass rock excavation and undercut excavation shall be paid at the unit prices as provided in the bid form. The Engineer should be notified immediately if rock is encountered. All excavated materials which are not required or suitable for fills shall be considered as waste and shall be disposed of off the Owner's property at the Contractor's expense.
- B. Earth excavation includes excavation of pavements and other obstructions visible on the surface, underground structures, utilities, and other items indicated to be demolished and removed in order to reach subgrade elevation; together with soils and other materials encountered that are not classified as trench rock excavation, mass rock excavation or undercut excavation.
- C. Trench rock excavation shall be considered any naturally occurring material which cannot be removed with a Caterpillar 225 backhoe or equal, equipped with rock teeth, and which requires for its removal drilling and blasting, or wedging or sledging and barring.
 - 1. In addition, classification as trench rock is only applicable when encountered, as described above, during the installation of storm drainage lines, water lines or services, sewer lines or services and associated

structures as represented on the design drawings. Where trench rock excavation is necessary, the Contractor shall excavate the same as near the neat lines of the trench as practicable and the Contractor shall take all due precautions in the pursuance of the work. The Contractor will be held strictly responsible for all injury to life and to public and private property.

2. Trench rock shall be removed from the applicable excavation to the following limits:
 - a. Trenches: The diameter of the pipe plus 8 inches on each side, extending 6 inches below the pipe wall and bell.
 - b. Structures: 12 inches beyond the vertical plane of the structure on all sides and on the bottom only to the depth necessary for proper installation.
3. Trench rock excavation includes removal and off-site disposal of rock material and obstructions encountered in trench excavations that cannot be removed without systematic drillings, blasting, or ripping; and backfilling with the specified compaction of the trench with suitable material.

D. Mass rock excavation shall be considered any naturally occurring material, in the opinion of the Engineer, cannot be removed with a Caterpillar D-9 or equal, equipped with a properly fitted single tooth ripper, or removed by a Caterpillar 225 backhoe or equal, equipped with rock teeth. Mass rock in the bottom of roadway cuts shall be excavated to a depth of one foot below the roadbed and ditches. Mass rock in building pad areas shall be excavated to a depth of one foot below finished grade, or as directed by the Engineer. Where mass rock excavation is necessary, the Contractor shall excavate the same as near the neat limits of excavation as practicable and the Contractor shall take all due precautions in the pursuance of the work. The Contractor will be held strictly responsible for all injury to life and to public and private property.

1. Mass rock excavation includes removal and off-site disposal of rock material and obstructions encountered in excavations that cannot be removed without systematic drillings, blasting, or ripping; and backfilling with the specified compaction of the undercut rock with suitable material.

E. Undercut excavation shall be any natural soil materials, not including topsoil, situated at or below the proposed subgrade elevation that is deemed unsuitable or undesirable in their location or condition as determined by a qualified Geotechnical Engineer, employed by the Owner. The Geotechnical Engineer may require that the Contractor remove this undesirable material and backfill with approved material properly compacted. Moisture content shall not be an acceptable means for declaring a soil unsuitable. It is the responsibility of the

contractor to properly condition the soil to an acceptable moisture content prior to use in grading operations.

1. Undercut excavation includes excavation and off-site disposal of undesirable material; any backfilling in the undercut area from an approved borrow source; and proper compaction of the borrow material. Topsoil, regardless of depth, shall not be classified as undercut excavation material and the replacement thereof shall be covered in the price for earth excavation as described above. Topsoil depth may be specified by the geotechnical report.
- F. Borrow material shall be suitable material from an approved off-site area that is required to; backfill undercut areas; bring the site to the proposed grades in the absence of sufficient material on-site; backfill trenches and other excavations as required. The borrow material shall be checked for suitability for compaction and approved by a qualified Geotechnical Engineer prior to placement on-site at the Contractor's expense. Borrow excavation shall be performed in accordance with Section 230 of the NCDOT Standard Specifications for Roads and Structures except where modified herein. All borrow material required shall be permitted, acquired and placed at the Contractor's sole expense. Borrow material required to bring the site to proposed grades in the absence of sufficient material on site shall be considered part of earth excavation and, therefore, no additional payment shall be made.
- G. The Contractor shall provide all sheeting, shoring, underpinning and bracing required to hold the sides of any excavation and for the protection of all adjacent structures. The Contractor shall be held responsible for any damage to any part of the work by failure of excavated sides or bottoms.

3.03 BLASTING

- A. Any and all blasting operations shall be conducted in strict accordance with existing ordinances and regulations relative to storage and use of explosives. Blasting shall be done only by experienced and qualified personnel and extreme caution and care shall be exercised to prevent injury to persons or damage to any pipe, mains, wires, drains, buildings, railroad tracks or other property above or below the surface of the ground. The Contractor shall use safety nets or other equivalent measures as approved by the Engineer to reduce the possibility of flying rock as a result of blasting operations. The Contractor shall be held strictly responsible for any injury to persons or damage to public or private property.
- B. The Contractor shall submit blasting plans to the Engineer for review and shall not proceed with blasting operations until approval has been granted. As directed by the Engineer, blasting operations shall be monitored to insure that vibration levels produced by blasting are within tolerable limits.

- C. The Contractor shall obtain at his expense, all Federal, State and Local permits required to perform blasting operations.

3.04 DEWATERING

The Contractor shall control the grading in all areas so that the surface of the ground will be properly sloped, diked or ditched to prevent water from entering into excavated areas. The Contractor shall maintain sufficient personnel and equipment to promptly and continuously remove all water, from any source, entering or accumulating in the excavation or other parts of the work. All water pumped or drained from these areas shall be disposed of in a suitable manner without damaging adjacent property or other work under construction.

3.05 EMBANKMENTS, FILLS, & BACKFILLS

- A. Upon completion of the stripping operations, the exposed subgrade in areas to receive fill should be proof rolled with a loaded dump truck or similar pneumatic-tired vehicle with a minimum loaded weight of 20 tons, under the supervision of the geotechnical engineer. The proofrolling procedure should consist of four complete passes of the exposed areas with two of the passes being in a direction perpendicular to the preceding ones. Any areas which deflect, rut or pump excessively during the proofrolling or fail to "tighten up" after successive passes should be undercut to suitable soils and replaced with compacted fill.
- B. Embankments and fills shall be constructed at the locations and to the lines and grades indicated on the drawings. Material shall be placed in horizontal layers not to exceed 8 inches in loose depth and thoroughly compacted prior to placing each following layer. All fill material shall be free from roots or other organic material, trash, and from all stones having any one dimension greater than 6 inches. Stones larger than 4 inches, maximum dimension, shall not be permitted in the upper 6 inches of fill or embankment. Fill areas shall be kept level with graders or other approved devices. Fill shall not be placed on surfaces that are muddy, frozen, or contain frost or ice.
- C. Embankment and fill compaction shall be accomplished by thoroughly compacting each layer with sheep foot rollers, pneumatic rollers, and mechanical tampers in places inaccessible to rollers, or other equipment. When material has too much moisture, grading operations shall be limited to drying soil by spreading and turning for drying by the sun and aeration. When material is dry, moisture shall be added by sprinkling by approved means.
- D. Where natural slopes exceed 4:1, horizontal benches shall be cut to receive fill material. Slopes of less than 4:1 and other areas shall be scarified prior to placing fill material.

- E. All embankments and fills shall be compacted to the following percentages of the maximum dry density as determined by the Standard Proctor Density Test, ASTM D-698, Method C.
- F. The following table shall be used throughout the project unless otherwise directed by the Engineer:

TABLE OF COMPACTION

<u>Type Fill or Embankment</u>	<u>Zone</u>	<u>Minimum Density %</u>
Structures	All Depths	98
Paved Areas	All Depths	98
Yard or Field Areas	All Depths	95

- 1. Embankment types are defined as follows:

Structure- beneath concrete slabs of buildings, floors, foundations, etc.

Paved Areas- beneath all roads, tracks, runways, pads, streets, truck operations, and automobile parking lots.

- G. Where backfilling is required after the completion of drainage structures, all forms, trash, and construction debris shall be removed from excavation before backfilling begins. Backfill shall be placed in horizontal layers of 6 inches in loose depth. Compaction shall conform to requirements in the above table. Heavy rollers, crawler equipment, trucks or other heavy equipment shall not be used for compacting backfill within 5 feet of structure walls or other facilities which may be damaged by their weight or operation. No backfilling shall begin until concrete and masonry walls are properly cured.
- H. The Contractor shall carry the top of embankments, fills, or backfills to the surrounding grade so that upon compaction and subsequent settlement, the grade will be at proper elevation. Should settlement occur during the guarantee period of the contract, the Contractor shall provide sufficient fill to bring area up to finished grade and shall reseed as required.

3.06 PROOFROLLING

- A. Proofrolling under the observation of the Soils Engineer will be performed using a loaded dump truck or similar pneumatic-tired vehicle with a minimum loaded weight of 20 tons as specified herein and as follows: The proofrolling procedure

should consist of four complete passes of the exposed areas with two of the passes being in a direction perpendicular to the preceding ones. Any areas which deflect, rut or pump excessively during the proofrolling or fail to "tighten up" after successive passes should be undercut to suitable soils and replaced with compacted fill.

- B. Immediately following stripping, all areas to receive fill shall be proof rolled as specified herein.
- C. Immediately following the completion of excavation to proposed grades in cut areas, proofrolling shall be performed as specified herein.
- D. Immediately prior to stone base course placement in pavement areas and following final floor slab preparation, all subgrade areas will be proof rolled. Any local areas which deflect, rut or pump under the roller shall be undercut and replaced with compacted fill material as specified herein. Undercut will not be paid for in fill areas where proof roll does not pass.

3.07 AIR POLLUTION

- A. Comply with all pollution control rules, regulations, ordinances, and statutes which apply to any work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes, or any municipal regulations pertaining to air pollution.
- B. During the progress of the work, maintain the area of activity, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use calcium chloride or more effective dust control, furnish and spread the material, as directed, and without additional compensation.

3.08 SOIL INSPECTION AND TESTS

- A. All excavated and fill material shall be removed, selected, placed and compacted under supervision of a representative of a commercial soils testing laboratory which will be selected by the Owner. A commercial soils testing laboratory shall be any firm properly equipped to perform such compaction tests and who has in their employment a Professional Engineer experienced in testing and soil mechanics. The laboratory representative shall have the authority to approve or disapprove the condition of the subgrade on which fill is to be placed, filled material, placement methods, compaction methods, and shall make compaction density tests as necessary to determine that the specified density is obtained. The Contractor shall notify the laboratory at least three (3) days prior to starting fill operations in order that suitability of material for compaction may be checked and no material shall be used that has not been previously checked and approved by the laboratory. The laboratory shall be notified before any cut is made or fill is

placed in order that the laboratory representative may be present during all grading operations. The Contractor shall remove, replace, recompact and retest all fills failing to meet the density requirements at no additional expense to the Owner.

- B. A soils testing laboratory shall be retained by the Owner to supervise fill placement and compaction at no expense to the Contractor. However, extra time and trips caused by excessive delay, failure of the Contractor to properly coordinate with the laboratory, or failure of the Contractor to properly compact fill material shall be back charged to the Contractor.
- C. Field density tests shall be performed by the Owner's testing agency for each one foot of fill material placed at the following frequency:
- D. A minimum of one field density test shall be made for each 2,000 square feet/vertical foot of fill placement in building areas.
- E. A minimum of one field density test shall be made for each 5,000 square feet/vertical foot of fill placement in all other areas where pavement is to be placed.
- F. Prior to final acceptance, the Soils Engineer and Surveyor shall submit certification specifying that the project compaction criteria and subgrade elevations have been satisfactorily obtained. The Contractor is responsible for the certification statement from the Surveyor. This certification should be in the form of a letter accompanied by a stamped as-built drawing showing spot elevations.

3.09 BORROW AND WASTE MATERIALS

- A. Borrow:

In the event borrow material is required, the borrow material shall be checked for suitability for compaction and approved by the soils testing laboratory. The Contractor shall notify the laboratory at least three (3) days in advance of beginning borrow operations. Borrow excavation shall be performed in accordance with Section 230 of the NCDOT Standard Specifications for Roads and Structures except where modified herein. The Contractor shall be responsible for any erosion control, seeding, and stabilization of any borrow area regardless of whether such area is located on or off the Owners property.

B. Waste:

Excavated materials not suited for backfill and excavated material in excess of that needed to complete the work shall be hauled off the Owner's property at the Contractor's expense. The Contractor shall be responsible for any erosion control, seeding and stabilization at any waste site at no additional cost to the Owner. See section "31 10 05 - Waste Material Disposal."

3.10 RESIDUAL SOIL AREAS

If proofrolling indicates that on-site virgin soils supporting any roadway, parking, building or other structural areas are not adequate as determined by the Soils Engineer, then these unsuitable areas shall be classified as undercut and be repaired by the Contractor. The necessary repair procedure shall be determined by the Soils Engineer and may include scarifying, drying and recompaction procedures or undercutting and replacement procedures.

3.11 FINAL GRADING

- A. On completion of all grading, all graded areas (except building pads and pavement areas and all cut slopes steeper than 4:1 slope) shall be provided with 4 inches of topsoil and brought to the finished grades shown on the drawings. Areas disturbed by operations of the Contractor shall be properly returned to their original condition with a topsoil covering of 4 inches.
- B. After the entire graded area has been brought to the finished grades shown on drawings, all areas shall be left smooth and free from erosion, ridges, ditches and evidence of ponding. Final grades shall be free from all roots, debris, rock and soil lumps and left in readiness for seeding.
- C. Prior to acceptance of the entire project, the Contractor shall correct all embankments and graded areas of all damages due to washes, settlement, erosion, equipment ruts or any other cause at his expense.
- D. Prior to final acceptance, the Contractor shall provide certification as specified in paragraph 3.7.6 that all grades are \pm 0.1 foot of the finished grades shown on project drawings.
- E. The Contractor shall stabilize all disturbed areas, unless otherwise directed, by seeding and mulching per section 32 32 00 of these specifications or other means of stabilization called for by the contract drawings.

3.11 CLEAN UP

Upon completion or termination of the work, and before final payment is made, the Contractor shall remove from site all equipment, waste materials and rubbish resulting from his operations. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

The work covered by this section consists of the preparation, shaping, and compaction of that portion of the roadbed upon which base or pavement, including base and paving for shoulders, is to be placed.

PART 2: NOT USED**PART 3: EXECUTION****3.01 CONSTRUCTION**

- A. The subgrade shall be shaped to the lines, grades, and typical sections shown on the plans. All unsuitable material, boulders, and all vegetative matter shall be removed and replaced with suitable material. Suitable material, when not available from the subgrade work, shall be taken from roadway excavation or borrow pits.
- B. Material excavated in preparing the subgrade shall be stored or stockpiled in such a manner as to not interfere with proper drainage or any of the subsequent operations of placing base or pavement.
- C. The top 24" of subgrade in paved areas shall be compacted at a moisture content required to produce 98% of maximum density. All other areas subgrade will be compacted to 95% of maximum density at the optimum moisture content. The Contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

3.02 QUALITY CONTROL

- A. Refer to Section 31 23 00 "Excavating, Backfilling, and Compacting for Utilities" for testing scenarios.
- B. A tolerance of plus or minus 1/2" from the established grade will be permitted after the subgrade has been graded to a uniform surface.
- C. Ditches and drains shall be provided and maintained when required to satisfactorily drain the subgrade. Where previously approved subgrade is damaged by natural causes, by hauling equipment, or by other traffic, the Contractor shall restore the subgrade to the required lines, grades, and typical sections and to the required density at no cost to the Owner.

END OF SECTION

1. DESCRIPTION:

- 1.1 Erosion and sedimentation control shall be provided by the Contractor for all areas of the site denuded or otherwise disturbed during construction. The Contractor shall be responsible for all installation, materials, labor, and maintenance of erosion and sediment control devices, as well as removal of temporary erosion and sediment control devices shown on the plans or required to protect all downstream properties, natural waterways, streams, lakes, ponds, catch basins, drainage ditches, roads, gutters, natural buffer zones, and man-made structures.
- 1.2 Erosion and sediment control procedures and facilities shall conform to the "Erosion and Sediment Control Planning and Design Manual" as published by the North Carolina Sedimentation Control Commission, Sections 1607 and 1610 of the "Standard Specifications for Roads and Structures" dated January 1, 2018, as published by the North Carolina Department of Transportation and to all applicable local codes or ordinances, whichever is more stringent.
- 1.3 Related Work: See the following sections for related work.
 - 1. 31 32 00 Site Stabilization

2. MATERIALS:

- 2.1 Washed stone to be used in temporary sediment basins shall be of strong, durable nature, resistant to weathering and shall be graded to conform to Standard Size Number 57 per Section 1008 of the "Standard Specifications for Road and Structures" dated January 1, 2018, as published by the North Carolina Department of Transportation.
- 2.2 Refer to other sections within these specifications as listed in Item 1.3 above for other material specification required in the installation of erosion and sediment control facilities.

3. INSTALLATION:

3.1 General Requirements:

- 3.1.1 The Contractor shall follow the erosion control construction sequence schedule as shown on the contract drawings, except that should circumstances dictate that extra precaution be taken to prohibit erosion and sedimentation on the project, the Contractor will, at his own expense, take preventative measures as needed.
- 3.1.2 The Contractor is required to maintain all erosion and sediment control facilities to insure proper performance throughout the construction phase and until such time all disturbed areas are permanently stabilized.
- 3.1.3 Upon completion of construction or successful permanent stabilization of all areas which were disturbed before or during construction operations or as indicated on the construction drawings, whichever occurs last, the Contractor shall remove all temporary erosion and sediment control devices and facilities from the project site. The Contractor shall retain these items for future use or properly dispose of these items offsite.
- 3.1.4 The Contractor shall provide temporary or permanent ground cover as called for on the construction plans.

END OF SECTION

1. DESCRIPTION:

- 1.1 The work covered by this Section consists of the furnishing, installing, maintaining, replacing as needed, and removing of temporary silt fence. The Contractor shall furnish all equipment, tools, labor and materials necessary to complete the work in accordance with the plans and specifications. All materials and procedures shall conform to Section 1605 of the "Standard Specifications for Roads and Structures", dated January 1, 2018, published by the North Carolina Department of Transportation, Section 4.3.1 of the "Erosion and Sediment Control Planning and Design Manual", published by the North Carolina Sediment Control Commission and all local codes and ordinances, whichever is more stringent.

2. MATERIALS:**2.1 General Requirements:**

- 2.1.1 Temporary silt fence shall be a water permeable filter type fence for the purposes of removing suspended particles from the water passing through it.

2.2 Posts:

- 2.2.1 Either wood posts or steel posts may be used. Wood posts shall be a minimum of 6 feet long, at least 3 inches in diameter, and straight enough to provide a fence without noticeable misalignment. Steel posts shall be at least 5 feet in length, approximately 1-3/8 inches wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire and fabric in the desired position without displacement.

2.3 Woven Wire Fence:

- 2.3.1 Wire fence fabric shall be at least 32 inches high, and shall have at least 6 horizontal wires. Vertical wires shall be spaced 12 inches apart. The top and bottom wires shall be at least 10 gage. All other wires shall be at least 12-1/2 gage.

2.4 Silt Fence Filter Fabric:

- 2.4.1 Filter fabric shall meet the requirements of Type 3 Engineering Fabric, Class A or B, per Section 1056 of the "Standard Specifications for Roads and Structures" dated January 1, 1990, published by the North Carolina Department of Transportation. Silt fence which incorporates filter fabric meeting the requirements of Section 1056 but which fails to

perform in an acceptable manner shall be replaced with silt fence which is capable of

acceptable performance. Silt fence should also meet the requirements of the "NCDENR Erosion Control Planning and Design Manual", latest revision.

2.5 Wire Staples:

2.5.1 Wire staples shall be a No. 9 staple and shall be at least 1½ inches long.

3. Installation:

3.1 General Requirements:

3.1.1 The Contractor shall install temporary silt fence as shown on the plans. The silt fence shall be constructed at the locations shown on the plans and at all other locations necessary to prevent sediment transport, as directed by the Engineer.

3.1.2 Class A synthetic filter fabric may be used only in conjunction with woven wire fence fabric backing. Filter fabric shall be attached to the wire fence fabric by wire or other acceptable means.

3.1.3 Class B synthetic filter fabric may be used without the woven wire fence fabric backing, subject to the following conditions:

3.1.4 Post spacing is reduced to a maximum of 6 feet.

3.1.5 The proposed fabric has been approved by the Engineer as being suitable for use without the woven wire fence fabric backing.

3.1.6 Fence posts shall be inclined toward the runoff source at an angle of not more than 20° from vertical.

3.1.7 Posts shall be installed so that no more than 3 feet of the post shall protrude above the ground. Where possible, the filter fabric from a continuous roll cut to the length of the barrier shall be used to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with overlap to the next post. At the time of installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

3.2 Maintenance and Removal:

3.2.1 The Contractor shall inspect temporary silt fences at least once a week and after each rainfall and shall make any required repairs and remove and dispose of silt accumulation immediately. Should the fabric of the silt fence collapse, tear, decompose or become ineffective, the Contractor will replace it promptly at his own expense.

The Contractor shall remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence.

- 3.2.2 The Contractor shall remove all temporary silt fence and associated appurtenances once all disturbed areas upland of the fence are properly and satisfactorily stabilized as called for on the plans.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. This section covers the furnishing of all labor, equipment and materials necessary for the establishment of vegetation of all areas of the site disturbed by construction operations and all earth surfaces of embankments including rough and fine grading, topsoil if required, fertilizer, lime, seeding and mulching. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses and legumes.

PART 2: PRODUCTS**2.01 MATERIALS****A. FERTILIZER**

1. The quality of fertilizer and all operations in connection with the furnishing of this material shall comply with the requirements of the North Carolina Fertilizer Law and regulations adopted by the North Carolina Board of Agriculture.
2. Fertilizer shall be 10-10-10 grade. Upon written approval of the Engineer a different grade of fertilizer may be used, provided the rate of application is adjusted to provide the same amounts of plant food.
3. During handling and storing, the fertilizer shall be cared for in such a manner that it will be protected against hardening, caking, or loss of plant food values. Any hardened or caked fertilizer shall be pulverized to its original conditions before being used.

B. LIME

1. The quality of lime and all operations in connection with the furnishing of this material shall comply with the requirements of the North Carolina Lime Law and regulations adopted by the North Carolina Board of Agriculture.
2. During the handling and storing, the lime shall be cared for in such a manner that it will be protected against hardening and caking. Any hardened or caked lime shall be pulverized to its original conditions before being used.
3. Lime shall be agriculture grade ground dolomitic limestone. It shall contain not less than 85% of the calcium and magnesium carbonates and

shall be of such fineness that at least 90% will pass a No. 10 sieve and at least 50% will pass a No. 100 sieve.

C. SEED

1. The quality of seed and all operations in connection with the furnishing of this material shall comply with the requirements of the North Carolina Seed Law and regulations adopted by the North Carolina Board of Agriculture. Seed shall have been approved by the North Carolina Department of Agriculture or any agency approved by the Engineer before being sown, and no seed will be accepted with a date of test more than 9 months prior to the date of sowing. Such testing however, will not relieve the Contractor from responsibility for furnishing and sowing seed that meets these specifications at the time of sowing. When a low percentage of germination causes the quality of the seed to fall below the minimum pure live seed specified, the Contractor may elect, subject to the approval of the Engineer, to increase the rate of seeding sufficiently to obtain the minimum pure live seed contents specified, provided that such an increase in seeding does not cause the quantity of noxious weed seed per square yard to exceed the quantity that would be allowable at the regular rate of seed.
2. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents or other causes.
3. Seed shall be entirely free from bulblets or seed of Johnson Grass, Nutgrass, Sandbur, Wild Onion, Wild Garlic, and Bermuda Grass. The specifications for restricted noxious weed seed refers to the number per pound, singly or collectively, of Blessed Thistle, Wild Radish, Canada Thistle, Corncockle, Field Bindweed, Quackgrass, Dodders, Dock, Horsenettle, Bracted Plantain, Buckhorn or Wild Mustard; but in no case shall the number of Blessed Thistle or Wild Radish exceed 27 seeds of each per pound. No tolerance on weed seed will be allowed.

D. MULCH

Straw Mulch shall be threshed straw of oats, rye or wheat free from matured seed of obnoxious weeds or other species which would grow and be detrimental to the specified grass.

E. TACKIFIER

Emulsified asphalt or organic tackifier such as Reclamare R2400 shall be sprayed uniformly on mulch as it is ejected from blower or immediately thereafter. Tackifier shall be applied evenly over area creating uniform appearance. Rates of

application will vary with conditions. Asphalt shall not be used in freezing weather.

PART 3: EXECUTION

3.01 PREPARATION

A. PROTECTION OF EXISTING TREES AND VEGETATION

1. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide wood or metal stakes set on 8 to 10 foot centers and connected at a 4'-0" height by 2" minimum brightly colored flagging tape to protect trees and vegetation to remain. Set perimeter of protection at the drip line of trees to remain unless approved otherwise by the Engineer.
2. Provide protection for roots over 1-1/2" diameter cut during construction operations. Cleanly cut off end of damaged root and coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out and cover with earth as soon as possible.
3. The Contractor shall not remove or damage trees and shrubs which are outside the Clearing Limits established by the Owner or those within the Clearing Limits designated to remain.
4. Repair trees scheduled to remain and damaged by construction operations in a manner acceptable to the Engineer. Repair damaged trees promptly to prevent progressive deterioration caused by damage.
5. Replace trees scheduled to remain and damaged beyond repair by construction operations, as determined by the Engineer with trees of similar size and species. Repair and replacement of trees scheduled to remain and damaged by construction operations or lack of adequate protection during construction operations shall be at the Contractor's expense.

B. GRADING

1. Rough grading shall be done as soon as all excavation required in the area has been backfilled. The necessary earthwork shall be accomplished to

bring the existing ground to the desired finish elevations as shown on the Contract Drawings or otherwise directed.

2. Fine grading shall consist of shaping the final contours for drainage and removing all large rock, clumps of earth, roots and waste construction material. It shall also include thorough loosening of the soil to a depth of 6" by plowing, discing, harrowing or other approved methods until the area is acceptable as suitable for subsequent landscaping operations. The work of establishing vegetation shall be performed on a section by section basis immediately upon completion of earthwork or pipeline installation.
3. Upon failure or neglect on the part of the Contractor to coordinate his grading with seeding and mulching operations and diligently pursue the control of erosion and siltation, the Engineer may suspend the Contractor's grading operations until such time as the work is coordinated in a manner acceptable to the Engineer.

C. SEEDBED PREPARATION

1. The Contractor shall cut and satisfactorily dispose of weeds or other unacceptable growth on the areas to be seeded. Uneven and rough areas outside the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities which cannot be obliterated by normal seedbed preparation operations, shall be shaped and smoothed as directed by the Engineer to provide for more effective seeding and for ease of subsequent mowing operations.
2. The soil shall then be scarified or otherwise loosened to a depth of not less than 6" except as otherwise provided below or otherwise directed by the Engineer. Clods shall be broken and the top 2" to 3" of soil shall be worked into an acceptable seedbed by the use of soil pulverizers, drags, or harrows; or by other methods approved by the Engineer.
3. On 2:1 slopes a seedbed preparation will be required that is the same depth as that required on flatter areas, although the degree of smoothness may be reduced from that required on the flatter areas if so permitted by the Engineer.
4. On cut slopes that are steeper than 2:1, both the depth of preparation and the degree of smoothness of the seedbed may be reduced as permitted by the Engineer, but in all cases the slope surface shall be scarified, grooved, trenched, or punctured so as to provide pockets, ridges, or trenches in which the seeding materials can lodge.

5. On cut slopes that are either 2:1 or steeper, the Engineer may permit the preparation of a partial or complete seedbed during the grading of the slope. If at the time of seeding and mulching operations such preparation is still in condition acceptable to the Engineer, additional seedbed preparation may be reduced or eliminated.
6. The preparation of seedbeds shall not be done when the soil is frozen, extremely wet, or when the Engineer determines that it is in an otherwise unfavorable working condition.

3.02 APPLICATION

- A. Seed shall be applied by means of a hydro-seeder or other approved methods. The rates of application of seed, fertilizer and limestone shall be as stated in Table I.
- B. Equipment to be used for the application, covering or compaction of limestone, fertilizer, and seed shall have been approved by the Engineer before being used on the project. Approval may be revoked at any time if equipment is not maintained in satisfactory working condition, or if the equipment operation damages the seed.
- C. Limestone, fertilizer, and seed shall be applied within 24 hours after completion of seedbed preparation unless otherwise permitted by the Engineer, but no limestone or fertilizer shall be distributed and no seed shall be sown when the Engineer determines that weather and soil conditions are unfavorable for such operations.
- D. Limestone may be applied as a part of the seedbed preparation, provided it is immediately worked into the soil. If not so applied, limestone and fertilizer shall be distributed uniformly over the prepared seedbed at the specified rate of application and then harrowed, raked, or otherwise thoroughly worked or mixed into the seedbed. Seed shall be distributed uniformly over the seedbed at the required rate of application, and immediately harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil. The depth of covering shall be as directed by the Engineer. If two kinds of seed are to be used which require different depths of covering, they shall be sown separately.
- E. When a combination seed and fertilizer drill is used, fertilizer may be drilled in with the seed after limestone has been applied and worked into the soil. If two kinds of seed are being used which require different depths of covering, the seed requiring the lighter covering may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.
- F. When a hydraulic seeder is used for application of seed and fertilizer, the seed shall not remain in water containing fertilizer for more than 30 minutes prior to application unless otherwise permitted by the Engineer.

- G. Immediately after seed has been properly covered the seedbed shall be compacted in the manner and degree approved by the Engineer.
- H. When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Engineer may direct or permit that modifications be made in the above requirements which pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed.

Such modifications may include but not be limited to the following:

- 1. The incorporation of limestone into the seedbed may be omitted on (a) cut slopes steeper than 2:1; (b) on 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or (c) on areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.
- 2. The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.
- 3. Compaction after seeding may be reduced or eliminated on slopes 2:1 or steeper, on rocky surfaces, or on other areas where soil conditions would make compaction undesirable.

I. MULCHING

- 1. All seeded areas shall be mulched unless otherwise indicated in the special provisions or directed by the Engineer.
- 2. It shall be spread uniformly at a rate of two tons per acre in a continuous blanket over the areas specified.
- 3. Before mulch is applied on cut or fill slopes which are 3:1 or flatter, and ditch slopes, the Contractor shall remove and dispose of all exposed stones in excess of 3" in diameter and all roots or other debris which will prevent proper contact of the mulch with the soil. Mulch shall be applied within 24 hours after the completion of seeding unless otherwise permitted by the Engineer. Care shall be exercised to prevent displacement of soil or seed or other damage to the seeded area during the mulching operation.
- 4. Mulch shall be uniformly spread by hand or by approved mechanical spreaders or blowers which will provide an acceptable application. An acceptable application will be that which will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.
- 5. Mulch shall be held in place by applying a sufficient amount of asphalt or other approved binding material to assure that the mulch is properly held in

place. The rate and method of application of binding material shall meet the approval of the Engineer. Where the binding material is not applied directly with the mulch it shall be applied immediately following the mulch application.

6. The Contractor shall take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind, water, or other causes and shall promptly remove any blockage to drainage facilities which may occur.

3.03 MAINTENANCE

- A. The Contractor shall keep all seeded areas in good condition, reseeding if and when necessary, until an acceptable stand of grass is established over the entire area seeded and shall maintain these areas in an approved condition until final acceptance of the Contract. Any of these additional efforts will be at no additional cost to the Owner.
- B. Grassed areas will be accepted when a 95% cover by permanent grasses is obtained and weeds are not dominant. On slopes, the Contractor shall provide against washouts by an approved method. Any washouts which occur shall be regraded and reseeded until a good sod is established.
- C. Areas of damage or failure due to any cause shall be corrected by being repaired or by being completely redone as may be directed by the Engineer. Areas of damage or failure resulting either from negligence on the part of the Contractor in performing subsequent construction operations or from not taking adequate precautions to control erosion and siltation as required throughout the various sections of the specifications, shall be repaired by the Contractor as directed by the Engineer at no cost to the Owner.

TABLE I - APPLICATION RATES

A. LIME AND FERTILIZER

In the absence of a soil test, the following rates of application of limestone and fertilizer shall be:

1. 4,000 pounds limestone per acre
2. 1000 pounds 10-10-10 (N-P₂O₅-K₂O) fertilizer per acre and the remaining quantity applied when vegetation is three inches in height or 45 days after seeding, whichever comes first.

B. MULCH

Mulch shall be applied at the following rates per acre:

1. 3,000-4,000 pounds straw mulch, or
2. 1,500-2,000 pounds wood cellulose fiber.
3. 35-40 cubic yards of shredded or hammermilled hardwood bark
4. 1,200-1,400 pounds of fiberglass roving

C. TEMPORARY SEED

The kinds of seed and the rates of application shall be as contained in this table. All rates are in pounds per acre. See Notes 1 and 2.

1. Fall and Winter (Normally August 1 to June 1)
80 pounds of Ky-31 tall fescue and 15 pounds of rye grain
2. Summer (Normally May 1 to September 1)
100 pounds of Ky-31 tall fescue

NOTES

1. On cut and fill slopes having 2:1 or steeper slopes, add 40 pounds of sericea lespedeza per acre to the planned seeding (hulled in spring and summer unhulled in fall and winter) plus 15 pounds of sudangrass in summer seeding or 25 pounds of rye cereal per acre in fall and winter seeding, if seeded September to February.
2. These seeding rates are prescribed for all sites with less than 50% ground cover and for sites with more than 50% ground cover where complete seeding is necessary to establish effective erosion control vegetative cover. On sites having 50% to 80% ground cover where complete seeding is not necessary to establish vegetative cover, reduce the seeding rate at least one-half the normal rate.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. The work covered by this section consists of the construction of plain rip rap in accordance with the requirements of the plans and these specifications and at the locations designated by the Engineer.

PART 2: PRODUCTS**2.01 DEFINITIONS**

- A. PLAIN RIP RAP

Plain rip rap shall consist of quarry run stone, or field stone or granite stone, etc., and shall be classified by size into Class 1, or Class 2. The class and thickness to be used will be called for on the plans.

- B. CLASS 1 RIP RAP

Stone shall vary in weight from 5 to 200 pounds. At least 30% of the total weight of the rip rap shall be in individual pieces weighing a minimum of 60 pounds each. Not more than 10% of the total weight of the rip rap may be in individual pieces weighing less than 15 pounds each.

- C. CLASS 2 RIP RAP

Stone shall vary in weight from 25 to 250 pounds. At least 60% of the total weight shall be in individual pieces weighing a minimum of 100 pounds each and not more than 100 pounds each and not more than 5% of the total weight may be individual pieces weighing less than 50 pounds each.

PART 3: EXECUTION**3.01 PLACEMENT OF RIP RAP**

- A. Unless otherwise indicated or directed by the Engineer, the stone shall be placed upon a slope which shall be no steeper than the angle of repose. The stone shall be graded so that the smaller stones are uniformly distributed throughout the mass. The area and thickness shall be as shown on the plans or as designated by the Engineer.

- B. The Contractor may place the stone by mechanical methods, augmented by hand placing where necessary; provided that when the rip rap is completed it forms a properly graded, dense, neat layer of stone.

END OF SECTION

DIVISION 32

EXTERIOR IMPROVEMENTS



PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. This section covers the furnishing of all labor, equipment and materials necessary for the proper restoration of existing surfaces disturbed or damaged as a result of construction operations which are not specifically scheduled or specified for topsoil and seeding, paving, landscaping or other surfacing.
- B. In general, the types of replacement included in this section are seeding along pipelines, concrete sidewalks, driveways, roadways, ditches, lawns and landscaped areas, curb and gutter.
- C. Any damage to existing structures shall be repaired using materials and workmanship equal to those of original construction.

PART 2: NOT USED**PART 3: EXECUTION****3.01 RESTORATION OF SURFACES**

- A. SEEDING ALONG PIPELINES
 - 1. All ground surfaces along pipelines, which are not classified as lawns, landscaped areas, or pavement areas, but would be classified as open fields, shall be raked smooth and seeded in accordance with the section entitled Site Stabilization. Large rocks, clumps of earth and excessive spoil material shall be removed from the area prior to seeding.
 - 2. Shoulders of all roads shall be restored as specific for lawns and landscaped areas.
 - 3. Wooded areas, not classified as lawns shall be restored to as near their original condition as possible.
- B. CONCRETE SIDEWALKS
 - 1. Concrete walks removed in connection with, or damaged as a result of, construction operations under the Contract shall be replaced with new construction. Such walks shall be constructed of Class B concrete on a thoroughly compacted subgrade, shall have a vertical thickness of not less than 4" or the thickness of the replaced walk where greater than 4".

2. Walks shall be float finished, edged with an edging tool, and grooved at intermediate intervals not in excess of the width of the walk, uniform throughout the length of the walk in any one direction.

C. DRIVEWAYS

1. Unpaved driveways shall be surfaced with not less than 3" of Crusher-run gravel, topped with 3" of stone, gravel, or other materials equal to that found in the original driveway. Driveways shall be left in a condition better than their original condition.
2. Concrete drives shall be replaced with Class B concrete and shall have equal thickness and reinforcing steel to that of the original drive. Prior to placing the concrete, a 6" aggregate base course shall be placed in the drive area.
3. Bituminous or Asphaltic concrete drives shall be restored with a 6" aggregate base course and a 2" surface course, as defined in the section entitled Asphalt Pavement Repairs.

D. ROADWAY REPLACEMENT

1. Bituminous or Asphaltic pavements shall include all areas paved with blacktop; built-up pavements or oil and stone, tar and stone and similar pavements constructed with a bituminous or asphalt and stone materials.
2. Immediately upon completion of installation of underground piping and structures, the trench shall be backfilled and the roadway shall be repaired. In the excavated area, the repair shall consist of an 8" aggregate base course, 4" HB Binder Course and a 2" surface course as defined in the section entitled Bituminous Pavement Repairs. If, in the opinion of the Engineer, the area adjacent to the excavation has not been damaged to the extent that the base course need to be replaced, restoration may consist of a surface course of sufficient thickness to meet the existing pavement.
3. Portland cement concrete roadways shall be replaced with Class B Concrete and shall have equal thickness and reinforcing steel as the original roadway. An aggregate of 6" shall be placed prior to the placing of concrete.
4. Differential settlement of restored pavements shall be corrected immediately.
5. The Contractor shall repair and restripe any traffic markings that were damaged, removed or covered during construction. All work shall be done in accordance with NCDOT requirements and specifications.

6. All existing manhole and valve covers shall be raised as required by the Contractor prior to paving. The cost of this work shall be included in the unit bid prices for other related work and no additional payment shall be made.

E. DITCHES

Ditches shall be regraded to the original grade and line. The surface of all ditches shall be returned to the same condition as found before commencing work.

F. LAWNS AND LANDSCAPED AREAS

1. Lawns and landscaped areas shall be regraded and replaced as follows:
 - a. Grading shall be to the grade existing before construction of the work under this Contract.
 - b. Lawn replacement shall be in accordance with the section entitled Landscaping. Topsoiled areas shall be replaced with topsoil of equal quality and quantity.
2. Landscaped areas shall be replaced with shrubs, hedges, ornamental trees, flowers, or other items to original condition.

G. CURB AND GUTTER

Curb and gutter removed with, or damaged as a result of construction operations, injured or disturbed by the Contractor, his agents, or employees, shall be replaced with new construction to a condition similar and equal to that existing before damage was incurred. Class B Concrete shall be used in curb and gutter replacement.

H. DAMAGE TO STRUCTURES

Any damage to existing structures shall be repaired of materials and workmanship equal to those of original construction. Extensively damaged structures, where the structural stability has been affected or which cannot be repaired in a suitable fashion shall be replaced entirely. Replacement shall not commence until approval of the plan of replacement has been given by the Engineer. Replacement costs shall be responsibility of the Contractor.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

The work covered by this section consists of the construction of a base composed of an approved aggregate material hauled to the site, placed on the site, compacted, and shaped to conform to the lines, grades, depths, and typical sections shown on the plans or established by the Engineer.

PART 2: PRODUCTS**2.01 MATERIALS**

- A. Aggregate base course materials shall consist of crushed stone or uncrushed gravel, or other similar material having hard, strong, durable particles free of adherent coatings.
- C. The Contractor shall furnish aggregate base course material produced in accordance with the requirements indicated herein for Type A, aggregate unless otherwise specified in the special provisions.
- D. All aggregates shall be from approved sources. Sources will not be approved unless the material has satisfactory soundness and satisfactory resistance to abrasion. Satisfactory soundness will be considered to be a weighted average loss of not greater than 15% when subjected to five (5) alternations of the sodium sulfate soundness test in accordance with AASHTO T104. Satisfactory resistance to abrasion will be considered to be a percentage of wear of not greater than 55% when tested in accordance with AASHTO T96.
- E. Aggregates shall be handled in such a manner as to minimize segregation.
- F. Sites for aggregate stockpiles shall be grubbed and cleaned prior to storing aggregates, and the ground surface shall be firm, smooth, and well drained. A cover of at least 3" of aggregate shall be maintained over the ground surface in order to avoid the inclusion of soil or foreign material. Stockpiles shall be built in such a manner as to minimize segregation. When it is necessary to operate trucks or other equipment on a stockpile in the process of building the stockpile, it shall be done in a manner approved by the Engineer.
- G. Stockpiles of different types or sizes of aggregates shall be spaced far enough apart, or else separated by suitable walls or partitions, to prevent the mixing of the aggregates.

- H. Any method of stockpiling aggregates which allows the stockpile to become contaminated with foreign matter or causes excessive degradation of the aggregate will not be permitted. Excessive degradation will be determined by sieve tests of samples taken from any portion of the stockpile over which equipment has been operated, and failure of such samples to meet all grading requirements for the aggregate will be considered cause for discontinuance of such stockpiling procedure.

- I. GRADATION

All standard sizes of aggregates shall meet the gradation requirements when tested in accordance with AASHTO T27.

PART 3: EXECUTION

3.01 CONSTRUCTION OF STONE BASE

- A. The aggregate material shall be spread on the subgrade to a uniform loose depth and without segregation.
- B. Where the required compacted thickness of base is 8" or less the base material may be spread and compacted in one layer. Where the required compacted thickness of base is more than 8", the base material shall be spread and compacted in 2 or more approximately equal layers. The minimum compacted thickness of any one layer shall be approximately 4".
- C. Each layer of material shall have been sampled, tested, compacted, and approved prior to placing succeeding layers of base material or pavement.
- D. No base material shall be placed on frozen subgrade or base. Hauling equipment shall not be operated on subgrade or a previously completed layer of base material soft enough to rut or weave beneath the equipment.
- E. The maximum speed of trucks hauling or traveling over any part of the subgrade or base shall be 5 miles per hour.
- F. The Contractor shall utilize methods of handling, hauling, and placing which will minimize segregation and contamination. If segregation occurs, the Engineer may require that changes be made in the Contractor's methods to minimize segregation, and may also require mixing on the road which may be necessary to correct any segregated material. No additional compensation will be allowed for the work of road mixing as may be required under this provision. Aggregate which is contaminated with foreign materials to the extent the base course will not adequately serve its intended use shall be removed and replaced by the Contractor

at no additional cost to the Owner. The above requirements will be applicable regardless of the type of aggregate placed and regardless of prior acceptance.

- G. The Engineer or the owner's representative will have the right to require that any portion of the work done in his presence and if the work is covered up after such instruction, is shall be exposed by the contractor for observation at no additional cost to the owner.

3.02 QUALITY CONTROL

A. TOLERANCES

1. After final shaping and compacting the base, the Engineer will check the surface of the base for conformance to grade and typical section and will determine the base thickness.
2. The thickness of the base shall be within a tolerance of $\pm 1/2''$ of the base thickness required by the plans.

B. MAINTENANCE

Where the base material is placed in a trench section, the Contractor shall provide adequate drainage through the shoulders to protect the subgrade and base until such time as shoulders are completed. The Contractor shall maintain the surface of the base by watering, machining, and rolling or dragging when necessary to prevent damage to the base by weather or traffic.

C. TESTING

1. There will be at least one base density test performed per 5,000 square feet. Compaction will be 100% of the maximum laboratory dry density as determined by ASTM D 1557 or AASHTO T 180. This test procedure will be the Owners responsibility to have done and at the owner's cost.
2. Depth measurements for compacted thickness shall be made by test holes through the base course. Where the base course is deficient, correct such areas by scarifying, adding base material and recompacting as directed by the Engineer. At staggered intervals not to exceed 250 feet for two lane streets and roads.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

The work covered by this section shall consist of the production, delivery, and placement of asphalt plant mix base, intermediate, and surface courses properly laid on a prepared aggregate base course, in accordance with these specifications and in conformity with the lines, grades, thickness, and typical sections shown on the plans.

1.02 SUBMITTALS

- A. Prior to paving operations, the contractor should supply the engineer with the appropriate job mix formulas (JMF) for review and approval.
- B. The quantity of asphalt materials, measured as provided in Section 31 12 16, will be paid for at the contract prices as specified in the bidding documents. In all cases, the Contractor shall furnish copies of certified weight tickets for all asphalt materials placed on the project.

1.03 QUALITY ASSURANCE

- A. The Owner's Representative or Engineer will have the right to require that any portion of the work be performed in his presence and if the work is covered up after such instruction, it shall be exposed by the Contractor for observation at no additional cost to the Owner. However, if the Owner's Representative or Engineer fails to appear within 48 hours, the Contractor may proceed without him.
- B. All work done and materials furnished shall be subject to review by the Owner, Engineer or Project Representative. Improper work shall be reconstructed, and all materials which do not conform to the requirements of the specifications, shall be removed from the work upon notice being received from the Engineer for the rejection of such materials. The Engineer shall have the right to mark rejected materials so as to distinguish them as such.

The Contractor shall give the Owner, Project Engineer or Project Representative a minimum of 48 hours notice for all required observations or tests.

- C. When required by the Engineer, the automatic weighing and recording system shall be checked by weighing a truck load of mix with an approved set of platform scales. Other means of checking the automatic weighing and recording system will be designated by the Engineer if such checking becomes necessary.

- D. The Contractor will not be permitted to use an asphalt mixture delivered to the road which is not accompanied by a load ticket signed by the weighman or an automatic printout ticket in accordance with the above requirements.
- E. The original of all tickets, including any voided tickets or tickets for rejected mixture, shall become the property of the Engineer.
- F. Asphalt materials will be accepted at the source of shipment subject to the following conditions:
 - 1. All asphalt transport tankers shall have a sampling valve in accordance with the requirements outlined by the Asphalt Institute and ASTM D140, or a comparable device acceptable to the Engineer.
 - 2. Each transport tanker delivering asphalt materials to the project shall keep a running log showing the date, destination, type and grade of material hauled on each trip. The tanker number shall be printed, stamped, or written in ink on each logbook. The logbook shall be available for examination upon request of the Engineer at any time.
 - 3. The Contractor shall furnish with each shipment two (2) copies of the delivery ticket. One copy shall accompany the shipment and be delivered to the Engineer or his representative at the destination. The delivery ticket shall contain the following information: Delivery ticket number, date shipped, state project or purchase order number, destination, name of consignee, trailer number, storage tank or batch number, quantity loaded (tons or gallons), loading temperature, specific gravity or pounds per gallon at 60°F, and net gallons at 60°F.
 - 4. The Engineer reserves the right to sample and test any shipment regardless of whether or not the above conditions have been met and to reject any material not meeting the requirements of the specifications.

1.04 STORAGE AND DELIVERY

A. ASPHALT MIXTURE STORAGE SYSTEM

- 1. The asphalt mixture storage system shall be capable of conveying the mix from the plant to the storage bin while minimizing production interruptions and ensuring the mixture discharged from the storage bin meets the job mix formula requirements.
- 2. The mixture shall be stored without a loss in temperature, segregation, or oxidation of the mix. Storage time should be limited to the ability of the storage system to maintain the mixture within the specification requirements.

B. TRANSPORTATION OF ASPHALT MIXTURE

1. The mixture shall be transported from the mixing plant to the point of use in vehicles which have tight, clean, smooth metal beds that have been lightly coated with a release agent to prevent the mixture from adhering to the bed. The release agent should be a material that is approved by the North Carolina Department of Transportation (NCDOT) Materials and Test Unit. Each vehicle shall be equipped with a canvas or other suitable material that will cover the bed of the vehicle. All covers shall be constructed and secured as to prevent the entrance of moisture and the rapid loss of temperature. A 3/8" diameter hole shall be provided on each side of the vehicle body near the center of the body and 6" above the bed of the vehicle for the purpose of inserting a thermometer.
2. The temperature of the mixture immediately prior to discharge from the hauling vehicle shall be within a tolerance of plus 15°F to minus 25°F of the specified job mix temperature. The asphalt mixture temperature should not exceed 350°F. Asphaltic concrete shall not be placed once the temperature of the mix falls below 250° F.

PART 2: PRODUCTS

2.01 MATERIALS

A. COMPOSITION OF MIXTURES

1. Asphalt mixtures noted herein refers to mix types for base (B 25.0X), intermediate (I 19.0X), and surface (S 12.5X, S and SF 9.5X) courses.
2. The asphalt plant mix shall be composed of a mixture of course and fine aggregate, asphalt binder, and mineral filler. The aggregate components shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading and physical requirements of the NCDOT specifications for the specified mix type. Materials which will not produce an asphalt mixture within the full allowable tolerances required by these specifications will be rejected.
3. If a recycled mixture is used, reclaimed asphalt pavement (RAP) may constitute up to 50 percent of the total material used.
4. Asphalt mixtures should be designed and produced in accordance with the gradation and design criteria for the specified mix type outlined in Table 610-1 and Table 610-2 of the most current NCDOT Standard Specifications for Roads and Structures.

5. The job mix formula shall be established with the allowable tolerances within the design limits specified for the particular type of asphalt mixture. At a minimum, each job mix formula should include the following information:
 - Asphalt mixture type
 - Asphalt mixture identification number (JMF#)
 - Source and percentage of each aggregate and recycled asphalt pavement (RAP) component to be used.
 - JMF combined gradation including target value for percent passing each standard sieve.
 - Percentage of asphalt binder in RAP.
 - Supplier and percentage of anti-strip additive.
 - Supplier, grade, and percentage of asphalt binder.
 - Target value (percentage) of asphalt binder content by weight of total mix and required design properties at that percentage.
 - Mix temperature.
 - Volumetric properties of compacted mixture.
 - Required Field Density.
6. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer.
7. All mixtures furnished for the work shall conform to the job mix formula within the tolerance ranges specified for the particular mix.
8. Should a change in sources of aggregate, RAP, or asphalt binder materials be made, a new job mix formula will be required before the new mixture is produced.
9. When unsatisfactory results or other conditions make it necessary, the Engineer may establish a new job mix formula.
10. The asphalt binder for the mixtures shall be a performance graded binder meeting the requirements of AASHTO M320. The binder grade used in standard asphalt mixtures in North Carolina is Performance Grade 64-22 (PG 64-22). Depending on traffic conditions and other factors, other grades of asphalt binder may be used.

B. ASPHALT MATERIALS

1. Asphalt Tack Coat
 - a. Materials used as a tack coat shall meet the requirements for the grades indicated below unless otherwise indicated in the contract.

Any of the grades of tack coat material noted in this specification may be used:

- Asphalt Binder, Grade PG 64-22
 - Emulsified Asphalt, Grade RS-1H, CRS-1H, CRS-1, HFMS-1, CRS-2
- b. Do not dilute or mix the tack coat with water, solvents, or other materials prior to application.
- c. When tack coat is required beneath an open-graded asphalt friction course, the asphalt grade and rate of application to be used will be specified on the job mix formula.

PART 3: EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. BASE COURSE (B 25.0X); INTERMEDIATE COURSE (I 19.0X); SURFACE COURSES (S 12.5X, S AND SF 9.5X)
1. Weather and Temperature Limitations:
- a. Asphalt mixtures shall not be produced or placed during rainy weather, when the subgrade or base course is frozen, or when the moisture on the surface to be paved would prevent proper bond. Asphalt material shall not be placed when the air temperature, measured in the shade away from artificial heat at the location of the paving operations, is less than the temperatures noted in the table on the following page.
 - b. Where the surface course is to be placed on the intermediate course, the surface course shall be placed as soon as possible after the intermediate course has been placed, and in all cases during the same paving season.

Minimum Paving Temperatures

Asphalt Mixture	Minimum Air Temperature (°F)	Minimum Road Surface Temperature (°F)
B 25.0B B 25.0C	35	35
I 19.0B I 19.0C	35	35
S 9.5C, S 9.5D, S 12.5C, S 12.5D	50	50
SF 9.5A S 9.5B	40	50

2. Spreading and Finishing:
- Coat surface of manhole frames and inlet frames with oil to prevent bonding with asphalt pavement. Do not tack or prime coat these surfaces.
 - Tack coat shall be applied to the existing pavement, when necessary, in accordance with the provisions of these specifications.
 - The asphalt mixture shall be spread and struck off to the required grades, cross sections, and thicknesses by self contained, power propelled pavers. The pavers shall be equipped with an activated screed plate assembly which is designed to be preheated. The screed unit shall be equipped with a sliding shoe attachment that will form a slope on the edge of the mixture to help prevent edge raveling when the mixture is compacted. The paver shall be equipped with a receiving hopper and an automatically controlled distribution system capable of maintaining a uniform load of material in front of the full length of the screed.
 - A string line shall be placed by the Contractor for the first lane of each layer of mixture placed to provide alignment control for the paver, except when the first layer is placed adjacent to a curb section.
 - Pavers shall be operated at forward speeds consistent with plant production, mixture delivery and satisfactory laying of the mixture in order to provide a uniform and continuous laydown operation. Paving and loading operations should be coordinated such that an adequate amount of asphalt mixture is maintained in the paver hopper between trucks. Do not allow the hopper to become empty

between loads. Should unevenness of texture, tearing, segregation, or shoving occur during the paving operation due to unsatisfactory methods or equipment, the Contractor shall immediately take such action as may be necessary to correct such unsatisfactory work. Excessively throwing back material will not be permitted.

- f. Pavers shall be equipped with an electronic screed which will automatically control the longitudinal profile and cross slope of the pavement by the use of either a mobile grade reference(s), or string line(s), joint matching shoes, or other approved methods. When a fixed string line is required, the Engineer will furnish grade stakes for the finished pavement grade and the Contractor shall furnish and erect the necessary guide line for the equipment.
- g. A mobile grade reference system or non-contacting laser or sonar type ski shall be used during placement of the initial lanes and all adjacent lanes of all layers to control the longitudinal profile. A joint matching device may only be used where approved by the Engineer.
- h. An automatic slope control system shall be utilized, unless otherwise approved. The Engineer may waive the requirement for automatic slope controls in areas where the use of such equipment is impractical due to irregular cross section or shape. Mobile grade references may be required when the use of automatic slope controls is waived. Manual screed operation will be permitted based on approval from the Engineer for construction of irregularly shaped and minor areas.
- i. In the case of malfunction of the automatic control equipment, the Contractor may manually operate the paver for the remainder of the workday only provided acceptable results are obtained.
- j. The Engineer will waive the requirement for use of pavers for spreading and finishing where irregularities or obstacles make their use impractical and the Contractor shall spread, rake, and lute the mixture by hand methods.
- k. Roadway paving shall be as continuous as possible. Intersections, auxiliary lanes, and irregular areas shall be paved after the adjacent roadway has been paved.

3. Compaction:

- a. Immediately after the asphalt mixture has been spread, struck off, shaped to the required width, depth, cross-section, and surface and edge irregularities adjusted, it shall be thoroughly and uniformly

compacted. Compaction must be obtained in a manner that provides uniform density over the pavement and meets the required degree of compaction for the type of mixture being placed. Compaction rolling shall be complete before material temperature drops below 185°F.

- b. Compaction rolling should be performed at the maximum temperature at which the mix will support the rollers without moving horizontally. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. Adjustments to the compaction equipment may be required where uniform density is not being obtained throughout the depth of the layer being tested.
- c. All final wearing surfaces, except open-graded asphalt friction course, shall be compacted using a minimum of 2 steel wheel tandem rollers. Pneumatic-tired rollers with smooth tread tires may be used after the breakdown roller and prior to finish rolling. Vibratory rollers must not be operated in vibratory mode during finish rolling on any mix type or pavement layer.
- d. Rollers used to compact the mixture shall be in good condition and capable of reversing without backlash. The rollers shall be operated with the drive wheels nearest the paver and at uniform speeds slow enough to avoid displacement of the mixture. Steel wheel rollers shall be equipped with wetting devices to prevent the mixture from sticking to the roller wheels. Fuel oil shall not be used to moisten roller wheels.
- e. All asphalt mixtures, except open-graded asphalt friction course and type SF 9.5A, shall be compacted to at least 92 percent of the mixtures maximum specific gravity. An SF 9.5A mixture shall be compacted to at least 90 percent of the mixtures maximum specific gravity.
- f. Rolling for open-graded asphalt friction course shall consist of one coverage with a tandem steel wheel roller weighing a maximum of 10 tons, with additional rolling limited to one coverage with the roller where necessary to improve riding surface.
- g. The use of rolling equipment that results in excessive crushing of the aggregate or excessive displacement of the mixture will not be permitted.
- h. In areas inaccessible to standard rolling equipment, the mixture shall be thoroughly compacted by the use of hand tampers, hand operated mechanical tampers, or other approved equipment.

- i. The tolerance of the final compacted pavement shall be within 1/4" of the typical cross-sections shown on the plans.
- 4. Joints:
 - a. Transverse Joints-
 - i. Transverse joints shall be constructed when the laying of the mixture is to be suspended long enough to permit the mixture to become cooled. At the end of each day's paving operation, the Contractor shall construct a sloped wedge ahead of the end of the full depth pavement to provide for proper compaction and protection of the full depth pavement. The Contractor shall place a paper parting strip beneath this wedge to facilitate joint construction, unless otherwise waived by the Engineers.
 - ii. Before paving operations are resumed, the Contractor shall remove the sloped wedge and cut back into the previously constructed pavement to the point of full pavement depth. The exposed edge of the previously constructed pavement shall then be lightly coated with tack coat.
 - iii. When laying of the mixture is resumed at the joint, the construction of the joint shall be completed while the mixture is still in a workable condition.
 - b. Longitudinal Joints-
 - i. The exposed edge of all longitudinal joints should be lightly coated with tack coat prior to placing the adjoining pavement.
 - ii. Longitudinal joints shall be formed by allowing the paver to deposit the mixture adjacent to the joint to such depth that maximum compaction can be obtained along the joint. The joint shall be pinched by rolling immediately behind the paver.
 - iii. When multi-lane multi-layer construction is required, the longitudinal joint in each layer shall offset that in the layer immediately below by approximately 6 inches. The joint in the top layer shall be constructed, where possible, between design travel lanes.

- c. Placement of surface course material as the final layer of pavement should not be placed between November 15 and April 1 of the next year unless otherwise approved by the Engineer. In addition, open-graded asphalt friction course shall not be placed between October 31 and April 1, unless otherwise approved.
- d. As an exception to the above, when in any day's operations the placement of a layer of asphalt base course material or intermediate course material 2 inches or greater in thickness has started, it may continue until the temperature drops to 32° F.

B. ASPHALT TACK COAT

1. Surface Preparation:

- a. The surface to which the tack coat is to be applied shall be cleaned of dust, dirt, clay, and any other deleterious matter prior to placing the tack coat.
- b. The Contractor shall remove grass, dirt and other materials from the edge of the existing pavement prior to the placement of tack coat.

2. Weather Limitations:

- a. Tack shall be applied only when the surface to be treated is sufficiently dry and the atmospheric temperature in the shade away from artificial heat is 35° F or above.
- b. Tack coat shall not be applied when the weather is foggy or rainy.

3. Application Rates and Temperatures:

- a. Tack coat shall be uniformly applied at a rate from 0.04 to 0.08 gallons per square yard. The exact rate of application will be established by the Engineer and will be based on the volume of material at the actual application temperature. When tack coat is required beneath an open-graded asphalt friction course, an asphalt binder Grade PG 64-22 material shall be used. The exact rate of application will be specified on the job mix formula and will be within the range of 0.06 to 0.08 gallons per square yard.
- b. The temperature of the material at the time of application shall be within the ranges shown in the table below:

Application Temperatures for Tack Coat

Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	375 - 425°F
Emulsified Asphalt, Grade RS-1H, CRS-1, CRS-1H	90 - 150°F
Emulsified Asphalt, Grade HFMS-1	90 - 160°F
Emulsified Asphalt, Grade CRS-2	125 - 185°F

4. Application:

- a. No more tack coat material shall be applied than can be covered with base, intermediate, or surface course during the following day's paving operations.
- b. Tack coat material shall be uniformly applied to the entire surface utilizing an adjustable spray bar. Areas of tack coat application should be uniformly and completely covered.
- c. Tack coat shall be applied only in the presence of and as directed by the Engineer. No base or surface mixture shall be deposited onto tacked the tacked pavement until the tack coat has sufficiently cured.
- d. Contact surfaces of headers, curbs, gutters, manholes, vertical faces of old pavements, and all exposed transverse and longitudinal edges of each course shall be painted or sprayed with tack coat before new asphalt mixture is placed adjacent to such surfaces.
- e. Bridge floors, curbs and handrails of structures, and all other appurtenances shall be covered to prevent tack coat from being tracked or splattered on the structures or appurtenances.

5. Protection:

- a. Protect the tack coat after application until it has cured for a sufficient length of time to prevent it from being picked up by traffic.

- b. Contractor shall take the necessary precautions to minimize tracking and/or accumulation of tack coat material on existing or newly constructed pavements. Corrective measures may be required in areas where an excessive accumulation of tack has occurred.

3.02 QUALITY CONTROL AND TESTING

A. SAMPLES AND TESTING

1. It will be the responsibility of the Owner to hire and pay for an independent testing agency to perform quality control testing during paving operations.
2. Density testing to verify compaction may be performed by either Nuclear density procedures or Core Sampling procedures, and will be designated by the Engineer.
3. Nuclear density testing shall be performed the same day the mix being tested is placed and compacted. Nuclear density tests must be performed at a frequency of no less than 1 test every 400 linear feet for each mix type and layer, with a minimum of 5 nuclear density readings on a given day's paving.
4. Core samples shall be 6 inches in diameter and obtained no later than the beginning of the next production day, not to exceed 3 calendar days. Core samples shall be tested and test results submitted to the Engineer within one working day from the time the cores are taken. Cores must be obtained at a minimum frequency of 1 core every 1000 linear feet for each mix type and layer, with a minimum of 3 cores obtained on a given day's paving.
5. Cores shall be obtained from the full layer depth of compacted pavement at random locations. Artificial methods may be utilized to cool the pavement layers to allow cutting the core samples as quickly as possible.
6. Where cores have been taken, clean the inside surfaces of the core hole, dry, apply tack coat, place and compact the same type asphalt mixture to conform with the surrounding area.
7. It will be the responsibility of the Contractor to perform sufficient testing at the plant to verify mix production is in accordance with the specified job mix formulas being used.
8. During mix production, samples of the asphalt mixture should be obtained at a minimum frequency of 1 sample every 750 tons produced, with a minimum of 1 sample for each day's production for each asphalt mixture

produced. Each sample should be tested to determine binder content, gradation, and maximum specific gravity. As requested by the Engineer, additional tests may be performed to verify the volumetric properties of the asphalt mixture being produced. The Engineer may also request that the independent testing agency oversee the testing, or perform testing on additional samples.

B. SURFACE REQUIREMENTS

1. The surface of the plant mix base or pavement after compaction shall be smooth and true to the required cross section and grade. Any defective areas shall be corrected with satisfactory material which shall be immediately compacted to conform with the surrounding area. Any area showing an excess of asphalt cement shall be removed and replaced.
2. The surface will be tested by the Engineer at all joints and at other selected locations using a 10'-0" straightedge. The variation of the surface from the testing edge of the straightedge, when applied parallel to the centerline of the surface, shall not exceed 1/8" between any two contact points. Areas found to exceed this tolerance shall be corrected by the Contractor by removal of the defective work and replacement with new material unless other corrective measures are permitted by the Engineer. The work and materials required in the correction of defective work shall be provided by the Contractor at no cost.
3. The Contractor shall repaint and restripe any traffic markings that were damaged, removed or covered during construction. All work shall be done in accordance with NCDOT requirements and specifications. The cost of this work shall be included in the unit bid prices for other related work and no additional payment shall be made.
4. All existing manhole, inlet, and valve covers shall be raised by the Contractor as necessary prior to paving so that the tops of the covers are flush with the final surface. Any pavement left on covers shall be removed as necessary by the contractor. The cost of this work shall be included in the unit bid prices for other related work and no additional payment shall be made.

END OF SECTION

PART 1: GENERAL**1.01 SCOPE OF WORK**

- A. The work covered by this section consists of the construction of Portland cement concrete sidewalks in accordance with the requirements shown on the plans and the provisions of these specifications.

PART 2: PRODUCTS**2.01 MATERIALS**

- A. Concrete shall be constructed in accordance with Section 03 30 00 and shall be given a sidewalk finish, except as otherwise provided herein. 4000 psi concrete shall be used.

PART 3: EXECUTION**3.01 INSTALLATION**

- A. Brooming of the concrete surface shall be done transverse to the direction of traffic. Joint spacing shall not be less than 5'-0". Where existing sidewalks are being widened, transverse joints shall be located so as to line up with existing joints in the adjacent sidewalk. Joints shall not be sealed.
- B. Backfill shall be compacted to a degree comparable to the adjacent undisturbed material.
- C. Vehicles may be permitted on the completed work after seven curing days have elapsed. When high early strength concrete is used, vehicles will be permitted on the completed work after three curing days have elapsed.

3.02 QUALITY CONTROL & TESTING

- A. All sampling and testing services shall be performed, at the Owners expense, by a testing agency which operates in accordance to ASTM D 3740 and E 329 latest edition and accepted by the Engineer. Refer to section 03 11 00 for procedures.

END OF SECTION

SECTION 32 92 19

SEEDING AND MULCHING

1. DESCRIPTION:

1.1 The work covered by this section consists of furnishing all labor, materials, and equipment to perform all necessary operations to topsoil, fine grade, fertilize, mulch and maintain temporary and permanent seeding of all graded, cleared, or disturbed areas during construction. The work covered by this section shall be in conformance with Section 1660 of the "Standard Specifications for Roads and Structures" dated January 1, 2018, published by the North Carolina Department of Transportation and with Section 6.11 of the "Erosion and Sediment Control Planning and Design Manual" published by the Land Quality Section of the North Carolina Department of Environment and Natural Resources unless otherwise stated herein.

1.2 Related Work: See following sections for related work:

1. 31 11 00 - Clearing and Grubbing.
2. 31 22 00 - Grading
3. 31 25 00 - Erosion and Sediment Control.

2. MATERIALS:

2.1 Topsoil: Topsoil shall be from stockpiles created from stripping and required excavation. Should additional topsoil be required in excess of that obtained from stripping and excavation, the contractor shall obtain material from other sources on the site where authorized by the Owner, or from approved sources off the site. The topsoil shall be natural, friable soil, possessing characteristics of representative soils in the vicinity which produce heavy growths of crops of grass. It shall be obtained from naturally well-drained areas, shall be reasonably free from subsoil, brush, objectionable weeds, and other litter and shall be free from toxic substances, clay lumps, stones, roots and other objects larger than 1/4" inch in diameter, or any other material which might be harmful to plant growth or be a hindrance to grading, planting, and maintenance operations.

2.2 Fertilizer: Fertilizer shall be the product of an approved commercial fertilizer manufacturer and shall be 5-10-5 grade, uniform in composition, free-flowing material suitable for application with approved standard equipment. The fertilizer shall conform to the applicable State fertilizer laws and shall be delivered to the site in bags or other convenient containers each fully labeled and bearing the name, trademark, and warranty of the producer.

2.3 Lime: Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and at least 90% will pass through a 20-mesh sieve. Coarser materials will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve, but no additional payment will be made for the increased quantity.

- 2.4 Mulch: Mulch shall be straw from wheat or oats. Materials for securing mulch may be one of the following:
- 2.5 Mulch Netting: Lightweight plastic, cotton, jute, wire or paper nets shall be used.
- 2.6 Peg and Twine: Baling twine and soft wood pegs 1/2" x 1" x 12".
- 2.7 Liquid Mulch Binder: RC-2 cut back asphalt conforming to the requirements of Federal Specifications SS-A671A, and asphalt emulsion shall conform to the requirements of Federal Specification SS-A-674, Type V.
- 2.8 Seed: Seed used shall bear the official "certified seed" label inspected by North Carolina Crop Improvement Association. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be acceptable. The seed used shall be that shown in seeding schedule specified herein or on the plans.
- 2.9 Wire Staples:
- 2.9.1 Wire staples shall be a No. 9 staple and shall be at least 1½ inches long.
3. **Installation**:
- 3.1 Seedbed Preparation:
- 3.1.1 Clearing: Prior to or during grading and tillage operations, the ground surface shall be well drained, cleared of all brush, roots, stones larger than 2 inches in diameter, or any other material which may hinder proper grading, tillage, or subsequent maintenance operations.
- 3.1.2 Fine Grading: Areas to be seeded shall be graded as shown on the drawings or as directed and all surfaces shall be left in an even and properly compacted condition so as to prevent the formation of depressions where water will stand. Areas to be topsoiled shall be graded to a smooth surface and to a grade that will allow topsoiling to finished grade.
- 3.1.3 Topsoiling: Immediately prior to placing topsoil, the subgrade, where excessively compacted by traffic or other causes, shall be loosened by scarifying to a depth of at least 2 inches to permit bonding of the seeding and mulching to the subgrade.
- 3.1.4 Tillage: After grassed areas required to be seeded have been brought to the grades shown on the plans and as specified, they shall be thoroughly tilled to a depth of 3 inches by approved methods, until the condition of the soil is acceptable to the Engineer. Any objectionable undulations or irregularities in the surface resulting from tillage or other operations shall be removed before planting operations are begun. The work shall be performed only during periods when satisfactory results are likely to be obtained. When conditions are such, by reason of drought, excessive moisture or other factors, that results are not likely to be satisfactory, the Engineer will stop the work and it shall be resumed only when, in his opinion, the desired results are likely to be obtained.

3.2 Limestone, Fertilizer and Seed:

3.2.1 General: Seasonal limitations for seeding operations; the kinds and grades of fertilizers; the kinds of seed; the rates of application of limestone, fertilizer, and seed shall be as shown in the seeding schedule.

3.2.2 Equipment to be used for the application, covering, or compaction of limestone, fertilizer, and seed shall have been approved by the Engineer before being used on the project. Approval may be revoked at any time if equipment is not maintained in satisfactory working condition, or if the equipment operation damages the seed.

3.2.3 Limestone, fertilizer, and seed shall be applied within 24 hours after completion of seedbed preparation unless otherwise permitted by the Engineer, but no limestone or fertilizer shall be distributed and no seed shall be sown when the Engineer determines that weather and soil conditions are unfavorable for such operations.

3.2.4 During the application of fertilizer, adequate precautions shall be taken to prevent damage to structures or any other appurtenances. The Contractor shall either provide adequate covering or change methods of application as required to avoid such damage. When such damage occurs, the Contractor shall repair it, including any cleaning that may be necessary.

3.3 Limestone and Fertilizer: Limestone may be applied as a part of the seedbed preparation, provided it is immediately worked into the soil. If not so applied, limestone and fertilizer shall be distributed uniformly over the prepared seedbed at a specified rate of application and then harrowed, raked, or otherwise thoroughly worked or mixed into the seedbed.

3.3.1 If liquid fertilizer is used, storage containers for the liquid fertilizer shall be located on the project and shall be equipped for agitation of the liquid prior to its use. The storage containers shall be equipped with approved measuring or metering devices which will enable the Engineer to record at any time the amount of liquid that has been removed from the container. Application equipment for liquid fertilizer, other than a hydraulic seeder, shall be calibrated to insure that the required rate of fertilizer is applied uniformly.

3.4 Seeding: Seed shall be distributed uniformly over the seedbed at the rate indicated in the seeding schedule, and immediately harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil. The depth of covering shall be as directed by the Engineer. If two kinds of seed are to be used which require different depths of covering, they shall be sown separately.

3.4.1 When a combination seed and fertilizer drill is used, fertilizer may be drilled in with the seed after limestone has been applied and worked into the soil. If two kinds of seed are being used which require different depths of covering, the seed requiring the lighter covering may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.

3.4.2 When a hydraulic seeder is used for application of seed and fertilizer, the seed shall not remain in water containing fertilizer for more than 30 minutes prior to application unless otherwise permitted by the Engineer.

3.4.3 Immediately after seed has been properly covered, the seedbed shall be compacted in the manner and degree approved by the Engineer.

3.5 Modifications: When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Engineer may direct or permit that modifications be made in the above requirements which pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed.

3.5.1 Such modifications may include but not be limited to the following:

1. The incorporation of limestone into the seedbed may be omitted on (a) cut slopes steeper than 2:1 (b) on 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or (c) on areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.

2. The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.

3. Compaction after seeding may be reduced or eliminated on slopes 2:1 or steeper, on rocky surfaces, or on other areas where soil conditions would make compaction undesirable.

3.6 Mulch:

3.6.1 General: All seeded areas shall be mulched unless otherwise indicated on the plans or directed by the Engineer. Application rate of mulch shall be indicated in seeding schedule.

3.6.2 Mulching: Mulch shall be applied within 36 hours after the completion of seeding unless otherwise permitted by the Engineer. Care shall be exercised to prevent displacement of soil or seed or other damage to the seeded area during the mulching operations.

3.6.3 Mulch shall be uniformly spread by hand or by approved mechanical spreaders or blowers which will provide an acceptable application. An acceptable application will be that which will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.

3.6.4 Mulch Binding: Mulch shall be held in place using devices approved by the Engineer as per manufacturers recommendations. During application, the Contractor shall take adequate precautions to prevent damage to structures or appurtenances.

3.7 Maintenance:

3.7.1 General: The Contractor shall be responsible for the proper care and maintenance of the seeded areas until the work under the entire contract has been completed and accepted by the Engineer. Maintenance shall consist of repair and replacement of eroded areas, watering, refertilizing, reliming, reseeding, and remulching as necessary to provide an even, fixed growth of grass. In addition, the Contractor shall provide protection against traffic and shall erect the necessary barricades and warning signs immediately after planting is completed.

3.7.2 Mowing: The seeded areas shall be mowed with approved mowing equipment as per seeding schedule. If weeds or other undesirable vegetation threaten to smother the planted species, such vegetation shall be removed at no cost to the Owner.

3.8 Inspection and Testing:

3.8.1 Fertilizer and Lime: The Engineer shall be furnished with duplicate copies of invoices for all fertilizer and lime used on the project. Invoices for fertilizer shall show the grade furnished. Invoices for lime shall show total minimum carbonates and minimum percentages of the material furnished that pass 100-mesh and 20-mesh sieve. Upon completion of the project, a final check of the total quantities of fertilizer and lime used will be made against the total area topsoiled and seeded, and if the minimum rates of application have not been met, the Engineer may require the distribution of additional quantities of these materials to make up the minimum application specified at no additional cost to the Owner.

3.8.2 Seed: The Engineer shall be furnished duplicate signed copies of a statement from the Vendor, certifying that each container of seed delivered is fully labeled and in full accordance with the specifications in this section and the seeding schedule.

END OF SECTION