

# **BID DOCUMENTS**

## **HAMBLLEN COUNTY STORMWATER TDEC ARP #2022-8540**

**HAMBLLEN COUNTY, TENNESSEE**



**John (Jake) Greear, P.E.**



**ProE Engineering Services, LLC**  
112 Newport Drive  
Oak Ridge, TN 37830  
Phone: (865) 603-2188

**Project #24-16  
November 2025**

**HAMBLLEN COUNTY GOVERNMENT**  
**Invitation to Bid – 2025-26 Storm Water Projects**  
**TDEC ARP 2022-8540; SW-PDC-1, 2 & 3**

**INVITATION TO BID**

**Office of the Hamblen County Mayor**  
511 West Second North Street  
Morristown, TN 37814

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**ITB TIMELINE:** Times listed below are in Eastern Standard Time.

Date Issued:	Monday; October 27, 2025
ITB Title:	2025-26 Hamblen County Storm Water Projects 2026-8540
Project Question Deadline:	Monday, November 10 <sup>th</sup> at 2:00 pm <i>All correspondence and communication must be via email to the designated Hamblen County point-of-contact listed on page 4 of this document. Questions submitted by telephone will <u>not</u> be answered. Questions submitted after this deadline will <u>not</u> be answered.</i>
Posting of Responses to Questions:	Wednesday, November 12 <sup>th</sup> at 5:00 pm
Bid Submission Deadline Date & Time:	Tuesday, November 18 at 2:00 pm <i>If the Hamblen County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.</i>
Bid Submission Opening Location:	West Wing Conference Room, 511 W 2 <sup>nd</sup> N St Morristown TN 37814
Project Award:	December 18, 2025

**HAMBLEN COUNTY GOVERNMENT**  
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**INTRODUCTION:**

Hamblen County (hereafter referred to as “County”) is soliciting sealed, competitive bids for TDEC 2022-8540; Stormwater Projects

Contractor Shall be bonded and insured for no less than \$1 million for General Liability, Auto Liability, and Workers Compensation with statutory limits including \$1,000,000 Part B Employers Liability.

Contractor Shall be Responsible for Materials Until Installation, and /or Project is Completed.

The County’s selection process will be based on qualifications and experience with similar projects and competitiveness of proposed fees.

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**HAMBLLEN COUNTY GOVERNMENT**  
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**I. SCOPE OF SERVICES / SPECIFICATIONS:**

Hamblen County has been awarded TDEC Water Infrastructure grant money to correct storm water drainage problems in three neighborhoods. In Priority Ranking, they are: Deerwood Shadows Subdivision, Meadows Subdivision and the area surrounding Brady Drive in west Hamblen County. The County will award the contract for the Deerwood Shadows and Meadows projects and decide on the Brady Drive project based on the amount of money available to complete the project. The construction plans and technical specifications for each project are included in this ITB as Exhibits A through D.

**The County prefers to issue the projects as a group but reserves the right to award them to separate proposers based on the pricing submitted for each project and the ability to complete all three projects with the available funding.**

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**II. GENERAL INFORMATION:**

**Project Administrator:**

The County Finance Department is the sole point of contact for this procurement. All communication between prospective bidders and the County upon receipt of this ITB shall be in email form to the County Finance Department as follows:

Barbara Horton  
511 West Second North Street  
Morristown, TN 37814  
Telephone: 423-586-1931  
Email: [barbara.horton@co.hamblen.tn.us](mailto:barbara.horton@co.hamblen.tn.us)

Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the County Finance Department may result in disqualification of the prospective proposer.

**Site Visit:**

Pre-bid site visits for all three projects are scheduled for November 11<sup>th</sup> @ 10am. The site visits are not mandatory, but Hamblen County encourages interested proposers to attend the visits with the project engineer on the specified date. All interested companies should gather at Ingles, 3980 W Andrew Johnson Hwy, Morristown, TN, at the south end of the parking lot 15 minutes before the start of the site visits. Contact Bill Brittain at (423) 312-0480 if you intend to participate with the site visits. Site visits are meant to help prospective bidders in preparing an accurate proposal. Site visits carry no weight in awarding this project.

**ITB Questions and Answers:**

Questions regarding this bid should be emailed to the project administrator listed above by Monday, November 10 at 2:00 pm

Questions and answers will be posted on the Hamblen County website at [hamblencountyttn.gov](http://hamblencountyttn.gov) under the bids and proposals tab and emailed to all prospective bidders known to the County by Wednesday, November 12 @ 5pm.

All correspondence and communication must be via email to the project administrator. Questions submitted by telephone will not be answered. Questions submitted after the deadline will not be answered.

**Proprietary Information and Public Disclosure:**

Materials submitted in response to this competitive procurement shall become the property of Hamblen County. All bids submitted will remain sealed until the deadline for submission of bids has expired. Once a bid is submitted to Hamblen County Government and is opened, it constitutes a public record and is subject to the open records request pursuant to the Tennessee Open Records Act.

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**Cost of Bid Submission:**

The County will not be liable for any costs incurred by any respondent in preparation of a response to this ITB or any other activities related to responding to this ITB.

**Revisions to the ITB:**

In the event it becomes necessary to revise any part of this ITB, addenda will be produced in writing and submitted to all prospective respondents known to the County and will be listed on the Hamblen County website, [www.hamblencountyttn.gov](http://www.hamblencountyttn.gov), under the Bids and Proposals Tab.

The County reserves the right to cancel or to reissue this ITB in whole or in part prior to the execution of a contract.

**Period of Performance:**

The period of performance of any work resulting from this ITB is scheduled to begin upon award of the project and issuance of a purchase order. The project **must** be completed within the number of days specified in the bid proposal, starting with the date on the notice to proceed.

**Subcontract Terms:**

If a subcontractor is to be used, the subcontractor section of the Bid Proposal **must** be completed. Copies of the necessary license for the subcontractor **must** also be submitted with the bid packet.

**Contract Terms:**

All items in this ITB must be included with the bid submission. All contracts between parties as a result of this ITB shall be governed by and enforced in accordance with the laws of the State of Tennessee. In the event a dispute arises, the venue shall be in Hamblen County, Tennessee. The County shall require the person with authority to bind the company to sign all agreements with the County.

**Contract Termination:**

The County reserves the right to cancel the contract at any time for breach of contractual obligations without penalty or recourse by giving the contracted firm a written notice of such termination of at least fifteen (15) calendar days prior to said cancellation. Prior to issuing such a notice, the County will, if appropriate, provide the contracted firm with an opportunity to cure the breach within a reasonable period of time. Should the County exercise its right to terminate the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the contracted firm. The contracted firm shall be entitled to receive just and equitable compensation for the work provided pursuant to the contract prior to the effective date of cancellation.

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**No Obligation:**

The County reserves the right to accept or reject any or all bid submissions at its sole discretion without penalty and to not issue a contract as a result of this ITB. The County also has the right to waive any formal defects in submissions when deemed in the best interest of the County. Further, the County reserves the right to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

**Right To Withdraw:**

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

**Commitment of Funds:**

The Hamblen County Legislative Body are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this ITB. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**Qualification of Bidder:**

The Owner may make such investigations as s/he 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 contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**Bid Security:**

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as s/he has not been notified of the acceptance of his/her bid.

**Liquidated Damages for Failure to Enter into Contract:**

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after s/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

**Time of Completion and Liquidated Damages:**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the Supplemental General Conditions.

**Condition of Work:**

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereof. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods as will not cause any interruption of or interference with the work of any other contractor.

**Addenda and Interpretations:**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to John "Jake" Greear, P.E. at [jakeg.proe@outlook.com](mailto:jakeg.proe@outlook.com) and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

**Security for Faithful Performance:**

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

**Power of Attorney:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**Obligation of Bidder:**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.



### **Safety Standards and Accident Prevention:**

With respect to all work performed under this contract, the contractor shall:

- i. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- ii. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- iii. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

### **Purchase Order:**

The County will issue a purchase order for each individual project for the proposed amount once the Hamblen County Legislative Board has awarded the project. This purchase order number must be referenced on the invoice that is submitted.

### **Invoice Requirements:**

**The County will accept two (2) invoices per project, one for materials and the second at the completion of the project. The contract will include 5% retainage. The project engineer must approve all payment applications before the request is paid.**

## **III. SUBMISSION REQUIREMENTS:**

Respondents are required to submit one (1) complete bid packet either electronically or in a sealed envelope based on the instructions below. Bids, whether mailed, hand-delivered, or electronically submitted must arrive no later than November 18, 2025 at 2:00 pm

### **Instructions for Submitting Bids Electronically:**

**PLEASE READ THOROUGHLY:** Electronic submissions should **NOT** be sent directly to anyone at the Mayor's Office, but addressed to [Barbara.horton@co.hamblen.tn.us](mailto:Barbara.horton@co.hamblen.tn.us), **VIA 'WE TRANSFER.COM'** an internet-based computer file transfer service. The message line of the WeTransfer page should state: **2025-2026 Storm Water Projects Bid # TDEC ARP 2022-8540**

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**Instructions for Submitting Hard Copies of Bids:**

Envelopes **must** arrive **sealed** and clearly **marked** with TDEC ARP 2022-8540 Storm Water Projects Bid, bidder name, and bidder address on the outside of the envelope to the Hamblen County Mayor's Office, 511 West Second North Street, Morristown, TN 37814, Attention: Barbara Horton.

Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service whether in person or electronically. Late bids will not be accepted.

**Submission Content:**

All items listed below **must** be included in your submission.

1. Bid Proposal Form (attached)
2. Copy of Required License – General Contractor License
3. Exceptions Form (attached)
4. Anti-Collusion Statement (attached)
5. Acknowledgement Regarding Bidder SAM Registration (attached)
6. Certificate of Compliance with Iran Divestment Act (attached)
7. Certification of Compliance with Non-Boycott of Israel Act (attached)
8. State of Tennessee Byrd Anti-Lobbying Amendment Certification (attached)
9. Bid Bond (attached)

**Bid Proposal Form:**

The respondent must complete the bid proposal form. This includes the respondent's contact information, lists of licenses and proposed cost. Also included is the subcontractor section. Respondents should complete the information requested for any subcontractor to be used in this project. If there will not be a subcontractor used, then the "No Subcontractors" section should be marked.

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**Insurance Requirements:**

a. Certificates of Insurance

Upon award of the contract for this bid, the chosen firm **must** provide to the County certificates of the insurance requirements listed below **before** the contract is executed and duties commence. Policies must be endorsed to provide the County at least 30 days written notice of reduction, cancellation or intent not to renew coverages as listed below. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the contracted firm **must** cease work on this project.

b. Liability Coverages

1. The chosen firm must furnish at their own expense and keep in full force during the terms of this contract the following coverages which **must** list Hamblen County Government as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
  - Insurance covering property damage in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate
  - Automobile liability insurance in the minimum of \$1,000,000 combined single limit for bodily injury and property damage.
2. The Contractor's commercial general liability policy shall not contain an exclusion or restriction of coverage for the following:
  - Claims for property damage to the Contractor's work arising out of the products-completed operations hazard where the damaged work or the work out of which the damage arises was performed by a subcontractor.

c. Worker's Compensation Compliance

The chosen firm must also comply with all requirements of the Workers' Compensation Law and must at their own expense, maintain such insurance including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

d. Subcontractor Insurance

Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified above. When requested by the County, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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**Exceptions Form:**

The exceptions form listed on page 12 of this document give options of “NO EXCEPTIONS TAKEN” or “BIDDER TAKES EXCEPTIONS”. One of these should be selected and submitted with the sealed bid.

If a bidder **has** exceptions to the scope of services listed in this document, they must be listed on the exceptions form.

If the bidder **has no** exceptions to the scope of services listed in this document, they should indicate so by selecting, “NO EXCEPTIONS ARE TAKEN” on the exceptions form.

**Anti-Collusion Statement:**

The respondent certifies by signing the anti-collusion statement that this bid is made without prior understanding, agreement, or accord with any other person submitting bids for the same service and that this submission is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce.

**Iran Divestment Act:**

The respondent must certify that neither they nor any of their successors, parent companies, subsidiaries or companies under common ownership or control certifies, under penalty of perjury, that to the best of their knowledge and belief that they are not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

**Signatures:**

The Exceptions Form, Anti-Collusion Statement, Certification of Compliance with the Iran Divestment Act, Certification of Compliance with Non-Boycott of Israel Act and all ITB Amendments **must** be signed and dated by a person authorized to legally bind the respondent to a contractual relationship.

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**IV. FORMS:**

**a) BID PROPOSAL**

<b>Information of company or individual with whom the contract would be written</b>	
Company Legal Name:	
Address:	
Phone:	
Primary Point-of-Contact Email Address:	
State of Tennessee General Contractor License Number – <b>Include copy of license with bid</b>	

If any subcontractors are to be used on this project, their information **must** be listed below. If no subcontractors will be used indicate that below by selecting the option, “**NO SUBCONTRACTORS WILL BE USED IN THIS PROJECT**”.

<b>Subcontractor Information:</b>		
Company Legal Name:		
Address:		
Phone:		
Primary Point-of-Contact Email Address:		
List any Tennessee license held relevant to this project:		
<b>NO SUBCONTRACTORS WILL BE USED IN THIS PROJECT:</b>		

Bidder acknowledges receipt of the following addendum/addenda: \_\_\_\_\_

\_\_\_\_\_

**Bidder Initials** \_\_\_\_\_

**HAMBLEN COUNTY GOVERNMENT**  
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**BID PROPOSAL continued...**

**BID SCHEDULE**

**BASE  
BID**

ITEM NO.	DESCRIPTION	LUMP SUM PRICE
1-A	Deerwood Shadows (SW-PDC-1) storm piping system <u>materials</u> (including all materials necessary to install the 599 LF of 18" HDPE pipe, 2 curb inlets, 4 junction boxes, headwall & flared end section and provide minor grading, misc. stabilization & erosion control)	\$
1-B	Deerwood Shadows (SW-PDC-1) storm piping system <u>labor</u> (including all labor necessary to install the 599 LF of 18" HDPE pipe, 2 curb inlets, 4 junction boxes, headwall & flared end section and provide minor grading, misc. stabilization & erosion control)	\$
	Total for Site #1	\$
	No. of days to complete Site #1	
2-A	The Meadows Subdivision (SW-PDC-2) storm drainage system improvement <u>materials</u> (including all materials necessary to install the 129 LF of 36" RCP, 78' of 30" RCP, curb inlet, 3 headwalls & concrete flume and provide minor grading, misc. stabilization & erosion control)	\$
2-B	The Meadows Subdivision (SW-PDC-2) storm drainage system improvement <u>labor</u> (including all labor necessary to install the 129 LF of 36" RCP, 78' of 30" RCP, curb inlet, 3 headwalls & concrete flume and provide minor grading, misc. stabilization & erosion control)	\$
	Total for Site #2	\$
	No. of days to complete Site #2	
3-A	Brady Drive (SW-PDC-3) storm drainage system improvement <u>materials</u> (including all materials necessary to install the 239 LF of 15" HDPE pipe, 75' of 18" HDPE pipe, 2 catch basins, headwall & concrete flume and provide minor grading, misc. stabilization & erosion control)	\$
3-B	Brady Drive (SW-PDC-3) storm drainage system improvement <u>labor</u> (including all labor necessary to install the 239 LF of 15" HDPE pipe, 75' of 18" HDPE pipe, 2 catch basins, headwall & concrete flume and provide minor grading, misc. stabilization & erosion control)	\$
	Total for Site #3	\$
	No. of days to complete Site #3	
	Total material & labor for Sites #1-3 (sum of three subtotals above)	\$
	Total number of days to complete Sites #1-3 (sum of three subtotals above)	

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**BID PROPOSAL continued...**

**ALTERNATES**

ITEM NO.	DESCRIPTION	LUMP SUM PRICE
ADDITIVE ALT. 1-C	Deerwood Shadows (SW-PDC-1) storm piping system <i>materials</i> (including all materials necessary to provide injection well rehab work, misc. stabilization & erosion control)	\$
ADDITIVE ALT. 1-D	Deerwood Shadows (SW-PDC-1) storm piping system <i>labor</i> (including all labor necessary to provide injection well rehab work, misc. stabilization & erosion control)	\$
	Total for material & labor for Additive Alternate	\$
	No. of additive days to complete Alternate	

**Bidder Initials** \_\_\_\_\_

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**b) EXCEPTIONS FORM**

*Bidder MUST sign the appropriate statement below, as applicable.*

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Bidder understands and agrees to all terms, conditions, requirements and specifications stated herein.  
NO EXCEPTIONS ARE TAKEN.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

☐

Bidder takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	



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**c) ANTI-COLLUSION STATEMENT**

By signing this form, the respondent agrees that he/she has not divulged to, discussed, or compared his/her submission with other respondents and has not colluded with any other respondent whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service. Any such violation will result in any contract related to this ITB being null and void and could constitute a felony and result in a fine, imprisonment and civil damages.

The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this ITB, and is authorized to enter into a contract with Hamblen County Government. This form must be signed personally by the respondent or the respondent's authorized agent. All signatures must be original.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

By signing this form, the respondent signifies understanding and agreement with Hamblen County Government's Terms and Conditions.

**Bidder Initials** \_\_\_\_\_

## ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Parts 183 and 215 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder acknowledges that it must have an active SAM UEI (Unique Entity ID) to be awarded this contract and that without an active SAM UEI the bidder's proposal may be disallowed.
2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SAM Entity ID: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Active Exclusions: ☐ Yes ☐ No

# **IRAN DIVESTMENT ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

*By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.*

*I affirm, under the penalties of perjury, this statement to be true and correct.*

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Bidder
<hr style="border: none; border-top: 1px solid black; margin-top: 20px;"/>	<hr style="border: none; border-top: 1px solid black; margin-top: 20px;"/> Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of** \_\_\_\_\_ may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of** \_\_\_\_\_ makes a determination that the goods or services are necessary for the **City/County of** \_\_\_\_\_ to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

<b>CERTIFICATION OF NON-BOYCOTT OF ISRAEL</b>
---

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

\_\_\_\_\_  
Bidder Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Company



## STATE OF TENNESSEE

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000** *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

☐ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☐ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name and Title</b>	<b>Phone Number/ Email Address</b>

## BID BOND

KNOW ALL MEN BY THSE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held  
and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.  
Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her 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 the 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) (L.S.)

\_\_\_\_\_  
(Surety)

SEAL

By: \_\_\_\_\_



**HAMBLEN COUNTY GOVERNMENT**  
**Invitation to Bid – 2025-26 Storm Water Projects**

**V. ITB SUBMISSION CHECKLIST:**

- ☐ Bid packet is labeled on the outside of the envelope, or in the message line if submitted electronically, 2025-26 Storm Water Projects Bid # TDEC ARP 2022-8540, followed by bidder name and address.
- ☐ Complete ORIGINAL signed and initialed ITB packet
- ☐ Bid Proposal Form completed.
- ☐ Copy of Required License – General Contractor License
- ☐ Exceptions Form completed and signed
- ☐ Anti-Collusion Statement Signed
- ☐ Certification of Compliance with Iran Divestment Act completed and signed
- ☐ Certification of Compliance with Non-Boycott of Israel Act completed and signed
- ☐ Acknowledgement of Bidder SAM Registration completed and signed
- ☐ Certification of Byrd Anti-Lobbying Amendment completed and signed.
- ☐ Bid Bond completed, signed & sealed.

## **AGREEMENT (Contract)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein called "Owner", acting herein through its \_\_\_\_\_

and \_\_\_\_\_  
(a corporation) (a partnership) (an individual doing business as \_\_\_\_\_)

STRIKE OUT INAPPLICABLE TERMS

of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and all extra work in connection therewith, under the terms as stated in the general and Special Conditions of the Contract; and at this (its or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ProE Engineering Services, LLC, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 3, "Payments to Contractor", of the Supplemental General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

_____	_____
(Secretary)	(Owner)
_____	By: _____
(Witness)	_____
	(Title)

(Seal)

_____	_____
(Secretary)	(Owner)
_____	By: _____
(Witness)	_____
	(Title)
	_____
	(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter call Contractor,  
(Corporation, Partnership, Individual or Joint Venture)

and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hamblen County, Tennessee

(Name of Owner)

511 West Second North Street, Morristown, Tennessee 37814

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_) 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, this sum being in the  
amount of one hundred percent (100%) of the contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the contractor has entered into a  
certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which  
is hereto attached and made a part hereto for the construction of:

---

---

---

NOW, THEREFORE, if the Contractor 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 to 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  
(number)

each one of which shall be deemed an original,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

_____ (Contractor) Corporate Official	_____ Contractor
(SEAL)	By: _____
	Title: _____
	Address: _____
	_____

\_\_\_\_\_  
Witness to Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

_____	_____
Witness to Surety	Surety
_____	By: _____
Address	Attorney-in-Fact
_____	_____
	Address
	_____

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

BOND is not valid unless accompanied by Power of Attorney.

**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 call Contractor,  
(Corporation, Partnership, Individual or Joint Venture)

and

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Hamblen County, Tennessee

(Name of Owner)

511 West Second North Street, Morristown, Tennessee 37814

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_) 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, this sum being in the  
amount of one hundred percent (100%) of the contract amount.

THE CONDITION OF THIS OBLIGATION is such that whereas, the contractor has entered into a  
certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which  
is hereto attached and made a part hereto for the construction of:

---

---

---

NOW, THEREFORE, if the Contractor 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, alternation 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  
(number)

each one of which shall be deemed an original,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Contractor) Corporate Official Contractor

(SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness to Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_



ATTEST:

_____	_____
Witness to Surety	Surety
_____	By: _____
Address	Attorney-in-Fact
_____	_____
	Address
	_____

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

BOND is not valid unless accompanied by Power of Attorney.

**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.

## **CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_ do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

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

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

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

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

## 1.02 Terminology

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

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

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

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

### **2.02 *Copies of Documents***

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

### **2.03 *Before Starting Construction***

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

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

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

#### 2.05 *Initial Acceptance of Schedules*

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

#### 2.06 *Electronic Transmittals*

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



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

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

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

#### **3.02 *Reference Standards***

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

#### **3.03 *Reporting and Resolving Discrepancies***

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

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

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

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

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

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

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

### **5.01 *Availability of Lands***

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

### **5.02 *Use of Site and Other Areas***

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

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

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

### 5.03 *Subsurface and Physical Conditions*

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

#### 5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

#### 5.05 *Underground Facilities*

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



becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

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

### 6.02 *Insurance—General Provisions*

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

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

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

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

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

#### 6.05 *Property Insurance*

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



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

#### 6.06 *Waiver of Rights*

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

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01   *Supervision and Superintendence***

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

### **7.02   *Labor; Working Hours***

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

### **7.03   *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

#### 7.04 "Or Equals"

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

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

#### 7.05 Substitutes

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

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

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work



#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

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

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

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

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

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

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

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

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

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

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

## 8.03 *Legal Relationships*

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



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

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

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

### **9.02    *Replacement of Engineer***

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

### **9.03    *Furnish Data***

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

### **9.04    *Pay When Due***

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

### **9.05    *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06    *Insurance***

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

### **9.07    *Change Orders***

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

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

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

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

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

#### 11.03 *Unauthorized Changes in the Work*

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

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

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

#### 11.05 *Change of Contract Times*

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

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

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

#### 11.07 *Execution of Change Orders*

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

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

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

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim



submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

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

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

#### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

### 14.01 *Access to Work*

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

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:



- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

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

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

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

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

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



expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

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

### **18.02 *Computation of Times***

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

### **18.03 *Cumulative Remedies***

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

# SUPPLEMENTARY CONDITIONS

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## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### SC-1.01 Defined Terms

- A. If the Contract will include a Geotechnical Baseline Report (see Article 5 below), include the following definitions:

SC-1.01. Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price of Contract Times without a subsequent Change Order.

Add the following new Paragraph after Paragraph 1.01.A.48:

A.49 *Abnormal Weather Conditions*-Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Add the following new Paragraph after Paragraph 1.01.A.49:

A.50 *Agency*-The Project is financed in whole or in part by TDEC – State Revolving Loan Fund.

### ARTICLE 2 – PRELIMINARY MATTERS

#### SC-2.01 Delivery of Bonds and Evidence of Insurance

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

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

#### SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor up to three [ 3 ] copies of the Contract Documents.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor up to three [ 3 ] copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement. Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

#### ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

##### SC-4.01. Commencement of Contract Times; Notice to Proceed

SC-4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

The Contract Times will commence to run on the days 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.

##### SC-4.05 Delays in Contractor's Progress

SC-4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:

Abnormal Weather Conditions

SC-4.05.C Add the following new paragraphs immediately after Paragraph 4.05.C.

- D. If a claim is made as provided in Article 12 for delay due to abnormal weather conditions, the time extension to be awarded to Contractor, if any, shall be calculated using the following standard baseline ("Standard Baseline") of monthly anticipated adverse weather delay days for the project location. Extensions shall only be granted for days lost in any given month in excess of the number of days shown in the Standard Baseline for the same given month. The Standard Baseline shall be regarded as the established normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard

Baseline shall be included in the Contractor's scheduling of weather-dependent activities and shall not be eligible for extension of Contract Time.

Standard Baseline - Monthly Contract Allowance (MCA) in days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	8	6	6	7	5	8	7	5	6	3	5	7

1. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - a. Precipitation (rain, snow, and/or ice) in excess of two-tenths inch (0.20") liquid measure.
  - b. Standing Snow in excess of one inch (1.00")
2. Adverse Weather may include, as deemed by Engineer, "dry-out" or "mud" days:
  - a. For rain days above the Standard Baseline,
  - b. Only if there is a hindrance to site access or site work such as earthwork; and,
  - c. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the Standard Baseline that total one inch (1.00") or more, liquid measure, unless specifically recommended otherwise by Engineer.
3. Actual adverse weather delay days must prevent work on critical exterior activities for fifty percent (50%) or more of Contractor's scheduled workday. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated by the Standard Baseline, and providing that all other contractually-required conditions are met, qualifying delays will be converted to calendar days and additional calendar days will be added to the Contract times for each qualifying delay in excess of the Standard Baseline.
4. Upon commencement of on-site activities and continuing throughout construction, Contractor shall be responsible for accurately measuring and recording the daily occurrence of adverse weather on-site.
5. Within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written Adverse Weather Report, including copies of Contractor's daily weather reports and applicable climatological data from the National Oceanic and Atmospheric Administration (NOAA) or

similar data for the project location, unless Engineer allows an additional period of time for submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.

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

### **SC-5.03 Subsurface and Physical Conditions**

SC-5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

### **SC-5.06 Hazardous Environmental Conditions at Site**

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

## **ARTICLE 6 – BONDS AND INSURANCE**

### **SC-6.02 Insurance—General Provisions**

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.
2. Satisfactory certificates of insurance shall be filed with the Owner through the Engineer prior to starting any construction work on this contract. The Owner will be named as an additional insured on all policies of insurance and all certificates shall contain a 60-day Notice of Cancellation. In connection with the provisions set forth in the General Conditions, the Notice to Proceed will not be issued until satisfactory certificates of insurance are filed.



## SC-6.03 Contractor's Liability Insurance

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

~~K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:~~

- ~~1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:~~

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

~~Employer's Liability:~~

Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>

- ~~2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:~~

General Aggregate	\$ <u>2,000,000</u>
Products—Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

- ~~3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:~~

~~Bodily Injury:~~

Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

~~Property Damage:~~

Each accident	\$ <u>1,000,000</u>
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- ~~4. Umbrella or Excess Liability under Paragraph 6.03.E. of the General Conditions:~~

General Aggregate	\$ <u>5,000,000</u>
Each Occurrence	\$ <u>5,000,000</u>

## SC-6.05 Property Insurance

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
16. include, in addition to the Contract Price amount, the value of the equipment and materials to be installed by the Contractor but furnished by the Owner or third parties;
17. include by express endorsement coverage of damage to Contractor's equipment.

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these 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;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### SC-7.02 Labor; Working Hours

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, 7 a.m. through 5:00 p.m. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday without the written consent of Owner.”

Night Work and Weekend Work may be undertaken as a regular procedure with the permission of OWNER; such permission, however, may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner’s representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

If CONTRACTOR works more than 40 hours per week, CONTRACTOR shall reimburse OWNER for the costs of overtime inspection. ENGINEER and OWNER shall solely determine if overtime inspection is required. OWNER will deduct the costs for the overtime inspection hours from CONTRACTOR’s applications for progress payment.

### SC-7.03. Services, Materials, and Equipment

SC-7.03.C Add the following new paragraphs immediately after Paragraph 7.03.C of the General Conditions:

- D. Until final completion of the Work is acknowledged by OWNER, CONTRACTOR shall have responsible charge and care of the Work and of all equipment and materials to be used therein, including equipment and materials which have been furnished by OWNER, and shall bear the risk of injury, loss, or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.
- E. CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the equipment or materials occasioned by any cause before completion and acceptance of the Work and shall bear the expense therefore. CONTRACTOR shall, at no additional cost to OWNER, provide suitable drainage and suitable structures as necessary to protect the Work or any portion thereof from damage.
- F. Suspension of the Work or the granting of an extension of time for any cause whatever shall not relieve CONTRACTOR of his responsibilities for the Work as specified herein.

#### SC-7.04 “Or Equals”

- 7.04.A Amend the third sentence of Paragraph 7.04A by striking out the following words  
Unless the specification or description contains or is followed by words reading that no like, equivalent, or ‘or-equal ‘item is permitted.
- 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.
- 7.04A.1 Delete paragraph 7.04A.1.a.4 in its entirety and insert the following in its place:  
[Deleted]

#### SC-7.06 Concerning Subcontractors, Suppliers, and Others

- SC-7.06.A *Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:*  
  
The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
- SC-7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:  
  
[Deleted]
- SC-7.06.E Amend the second sentence of Paragraph 7.06.E by striking out “Owner may also require Contractor to retain specific replacements; provided, however, that”

#### SC-7.09 Taxes

- SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Tennessee and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

### ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

#### SC-10.03 Project Representative

- SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:
- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall

generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or

does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and

maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11 – AMENDING THE CONTRACT**

### **SC-11.07 Execution of Change Orders**

SC-11.07.C Add the following new Paragraph after Paragraph 11.07.B

All Contract Change Orders must be concurred in by Agency before they are effective.

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

### SC-15.01 Progress Payments

SC-15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text:  
“a bill of sale, invoice, or other”

SC-15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

4. Materials and Equipment. Payments for stored materials and equipment shall be based only upon the actual cost to CONTRACTOR of the materials and equipment and shall not include any overhead or profit to CONTRACTOR. Partial payments will not be made for undelivered materials or equipment.
5. Schedules and Data. During the progress of the Work, each Application for Payment shall be accompanied by CONTRACTOR's updated schedule of operations or progress report, with such shop drawings schedules, procurement schedules, values of materials and equipment on hand included in application, and other data specified or reasonably required by ENGINEER.
6. Record Drawings. CONTRACTOR shall annotate the record copy of the Drawings to show all changes made each month as a condition for ENGINEER's recommendation of payment requested in the application for progress payment.

SC-15.01B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCJC C-620. The Agency must approve all Application for Payment before payment is made.

SC-15.01.D.1 Delete Paragraph 15.01D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

### SC-15.02 Contractor's Warranty of Title

SC-15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven day after the time of payment by Owner” and insert “no later than the time of payment by Owner.”

### SC-15.03 Substantial Completion

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

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the



parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### SC-17.02 Arbitration

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

#### SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *[insert name of selected arbitration agency]*, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

### SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.01

SC-17.02 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

## ARTICLE – 18 MISCELLANEOUS

### SC-18.06. Survival of Obligations

SC-18.06.A Add the following new paragraph immediately after Paragraph 18.06.A of the General Conditions:

B. CONTRACTOR shall obtain from all Suppliers and manufacturers any and all warranties and guarantees of such Suppliers and manufacturers, whether or not specifically required by the Specifications, and shall assign such warranties and guarantees to OWNER. With respect thereto, CONTRACTOR shall render reasonable assistance to OWNER when requested, in order to enable OWNER to enforce such warranties and guarantees. The assignment of any warranties or guarantees shall not affect the correction period or any other provisions of these Contract Documents.

Add the following Paragraphs after Article 18:

## ARTICLE -19 FEDERAL REQUIREMENTS

### SC-19.01 Agency Not a Party

Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

### SC-19.02 Contract Approval

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Attachment GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

### SC-19.03 Conflict of Interest

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the

employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

#### SC-19.04 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

#### SC-19.01 Audit and Access to Records

A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

#### SC-19.06 Small, Minority and Women's Businesses

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

#### SC-19.07 Anti-Kickback

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### SC-19.08 Clean Air and Pollution Control Acts

A. If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

#### SC-19.09 State Energy Policy

A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

#### SC-19.10 Equal Opportunity

A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated

dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

#### SC-19.11 Restrictions on Lobbying

A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

#### SC-19.12 Environmental Requirements

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

A. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

B. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

## **INSURANCE CERTIFICATES**

## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address  
of Construction Contractor)

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the Work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner  
Signature: \_\_\_\_\_  
Typed Name & Title \_\_\_\_\_

ACCEPTED:  
\_\_\_\_\_  
Contractor  
Signature: \_\_\_\_\_  
Typed Name & Title \_\_\_\_\_

## Contractor's Application for Payment No. \_\_\_\_\_

Application Period:		Application Date:
To (Owner): Hamblen County, TN	From (Contractor):	Via (Engineer):
Project: 2025-26 Hamblen Co. Stormwater Projects 2026-8540	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 24-16

### Application For Payment

#### Change Order Summary

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

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(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 the Work covered by prior Applications for Payment;

(2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

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

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)



### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

### Progress Estimate - Unit Price Work

## Contractor's Application

[illegible]

## Stored Material Summary

## Contractor's Application

[illegible]

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Hamblen County, Tennessee	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: ProE Engineering Services, LLC	Engineer's Project No.: 24-16
Project: 2025-26 Hamblen Co. Stormwater Projects 2025-8540	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

### Date of Substantial Completion

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

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

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

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

**Work Change Directive No.**

Date of Issuance:

Effective Date:

Owner: Hamblen County, Tennessee

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: ProE Engineering Services, LLC

Engineer's Project No.: 24-16

Project: 2025-26 Hamblen Co. Stormwater Projects 2025-8540

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Change Order No. \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Hamblen County, Tennessee

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: ProE Engineering Services, LLC

Engineer's Project No.: 24-16

Project: 2025-26 Hamblen Co. Stormwater Projects 2025-8540

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ CFR (Authorized Signature)	By: _____ Owner (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____
ACCEPTED:	ACCEPTED:	
By: _____ Contractor (Authorized Signature)	By: _____ Funding Agency (if applicable)	
Title: _____	Title: _____	
Date: _____	Date: _____	

**Field Order No.** \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Hamblen County, Tennessee

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: ProE Engineering Services, LLC

Engineer's Project No.: 24-16

Project: 2025-26 Hamblen Co. Stormwater Projects 2025-8540

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Copy to: Owner

## **MEET TENNESSEE ONE-CALL CENTER**

Tennessee 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, **1-800-351-1111**, provides an avenue to all of the participating members from any point within the State of Tennessee.

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, seventy-two (72) 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 Tennessee 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 does not just happen - it is a planned and orderly process in which each of us can participate - **Yes, we can and will dramatically reduce damages to the utilities in the State of Tennessee! Thanks for your help.**

### **BEFORE YOU DIG**

### **IN THE INTEREST OF COMMUNITY AND JOB SAFETY**

### **AND IMPROVED SERVICE**

### **CALL TENNESSEE ONE-CALL**





**TECHNICAL  
SPECIFICATIONS**

Hamblen County Stormwater

TDEC ARP #2022-8540

Hamblen County, Tennessee

Contract No. 24-16

ProE Engineering Services, LLC, 112 Newport Drive, Oak Ridge, TN 37830

## TECHNICAL SPECIFICATIONS

### DIVISION 1 - GENERAL REQUIREMENTS

011000	SUMMARY
011200	SPECIAL CONDITIONS
012000	MEASUREMENT AND PAYMENT
012200	UNIT PRICES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
017000	EXECUTION REQUIREMENTS
017005	MOBILIZATION
017700	CLOSEOUT PROCEDURES
017839	PROJECT RECORD DOCUMENTS

### DIVISION 2 - GENERAL REQUIREMENTS

02050	DEMOLITION
02200	EARTHWORK
02211	CLEARING & GRUBBING
02212	BORROW
02213	WASTE MATERIAL DISPOSAL
02230	MINERAL AGGREGATE BASE
02241	SUBGRADE
02271	RIP RAP
02510	BITUMINOUS PAVING
02720	DRAINAGE MATERIALS
02722	MINOR DRAINAGE STRUCTURES
02905	RESTORATION OF SURFACES
02921	TOPSOIL
02931	SEEDING, FERTILIZING & MULCHING
02933	JUTE THATCHING

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work restrictions.
  - 4. Specification and drawing conventions.

**1.3 PROJECT INFORMATION**

- A. Project Identification: Hamblen County Stormwater, TDEC ARP #2022-8540
- B. Project Location: Hamblen County, Tennessee
- C. Owner: Hamblen County, Tennessee
  - 1. Owner's Representative: Chris Cutshaw, Mayor  
511 West Second North Street, Morristown, TN 37814
- D. Engineer: ProE Engineering Services, LLC, 112 Newport Drive, Oak Ridge, TN 37830

**1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
  - 1. Miscellaneous storm drainage improvements within Hamblen County.
- B. Type of Contract
  - 1. Project will be completed under a single prime contract.

## **1.5 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in any existing building to the facility's normal business working hours, except as otherwise indicated or approved by the Owner. All other work on site shall be conducted in accordance with the requirements of the General Conditions.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than three (3) business days in advance of proposed utility interruptions.
  - 2. Obtain Engineer's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Engineer not less than 3 business days in advance of proposed disruptive operations.
  - 2. Obtain Engineer's written permission before proceeding with disruptive operations.

## **1.6 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "Master Format" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by common industry abbreviations.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION 011000**

**PART 1: GENERAL****1.1 SUMMARY OF WORK**

- A. The Project generally consists of miscellaneous storm drainage improvements at multiple sites within Hamblen County.

**1.2 PROJECT PAYMENTS AND RETAINAGE**

- A. The Owner may retain a portion of the amount otherwise due the Contractor. Except as provided elsewhere, the amount retained by the Owner shall be limited to the following:
  - 1. Withholding of not more than 5% of the payment claimed until work is substantially complete.
  - 2. When the work is substantially complete (operational or beneficial occupancy), the withheld amount may be further reduced below 5% to only that amount necessary to assure completion.
  - 3. The Owner may accept securities negotiable without recourse, conditions or restrictions, a release of retainage bond or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.
- B. For unit price projects, the Contractor shall use the "Unit Bid Item Summary" form included with these specifications.
- C. Sales Tax Statement: When requested by the Owner, each request for progress payment submitted by the Contractor shall include a sales tax reimbursement statement. The Contractor shall utilize the form provided with these specifications.

**1.3 PRODUCT REQUIREMENTS**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  5. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article below to obtain approval for use of an unnamed product.
- B. Warranties specified in other Sections shall be in addition to, and run concurrent with other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by, or incorporated into, the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

#### **1.4 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.

## **1.5 PERMITS**

- A. General: The Owner and Engineer will obtain and provide the appropriate permits necessary for the Contractor's execution of the proposed project. All provisions of these permits and arrangements are in accordance with the policies and procedures of each agency and are hereby incorporated into these contract documents.
- B. General: The Owner and Engineer will obtain and provide the appropriate permits necessary for the Contractor's execution of the proposed project. All provisions of these permits and arrangements are in accordance with the policies and procedures of each agency and are hereby incorporated into these contract documents.
- C. The Owner will provide the Authorization to Construct issued by the Tennessee Department of Environment & Conservation (TDEC) for the proposed facilities, as well as the associated Construction Start Notification from the Owner. Refer to the Appendices of these contract documents for a copy of the written permit and any associated requirements.
- D. The Owner will provide the appropriate permit documents and plan approval documentation for the Erosion and Sedimentation Control plan as issued by TDEC for the proposed facilities. Refer to the Appendices of these contract documents for a copy of the written permit and any associated requirements. The Owner will provide the appropriate 401/404 stream and wetlands permit documentation, as issued by USACE, and Aquatic Resource Alteration Permit (ARAP) as issued by TDEC. Refer to the Appendices of these contract documents for a copy of the written permit and any associated requirements.
- E. The Owner will provide the right-of-way encroachment agreement from the Tennessee Department of Transportation (TDOT) for all work occurring within their right-of-way. Refer to the Appendices of these contract documents for a copy of the encroachment agreement and any associated special conditions.
- F. The Owner will provide the right-of-way encroachment agreement from any applicable railroad for all work occurring within their right-of-way. Refer to the Appendices of these contract documents for a copy of the encroachment agreement and any associated special conditions.
- G. The Contractor shall obtain and pay for all construction permits as specified in the General Conditions.



1. All necessary building permits, electrical permits, fees, or licenses required by the Contractor from the city, county, or state in connection with this project shall be obtained by the Contractor and at the expense of the Contractor.

## **PART 2: PRODUCTS**

### **2.1 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.

### **2.2 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. In all cases, the standards referenced within these Contract Documents shall be construed to reference the most current version, amendment or applicable replacement pertaining to the work.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## **2.3 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. The Contractor and the manufacturer's representative shall complete the "Equipment Start-up Form" provided at the end of this section and submit the completed form to the Engineer.
- 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**

### **3.1 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, 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. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Use of Explosives:
1. If the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property. The Contractor shall be responsible for any and all damage or injury to persons or property resulting from the use of explosives. Such responsibility shall include, but shall in

no way be limited to, all damages arising from all forms of trespass to adjacent property as a result of blasting by the Contractor.

2. All explosives shall be stored in a secure manner, in compliance with all laws, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES".
- K. 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.
- L. 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.
- M. 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.
- N. 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 Owner's property or that of any adjacent property owner(s).
- O. 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.

P. 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.

Q. Traffic Maintenance:

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights, danger signals, and signs, shall provide a sufficient number of flagmen to direct the traffic and shall take all necessary precautions for the protection of the work and the safety of the public.
2. All barricades and obstructions or hazardous conditions shall be illuminated as necessary to provide for safe traffic conditions.
3. Warning and caution signs shall be posted throughout the length of any portion of the project where traffic flow is restricted.

R. Photographic Documentation:

1. General: The Contractor shall produce photographic documentation of the entire project work area prior to placing any materials or equipment on site and prior to any construction. The photographic documentation shall adequately condition and location of existing features that could be impacted as a result of construction.
2. Cost: The cost for photographic documentation services shall be considered incidental to the work and shall be included in the bid. No separate payment will be made for photographic documentation.
3. Construction Photographs: Submit one (1) copy of each photographic view within seven (7) days of taking photographs.
  - a) Submit all photographs in digital .jpg format or as agreed upon at the preconstruction conference.
  - b) All photographs shall be at an image resolution of not less than 3000 x 2000 pixels and 300 ppi.
  - c) All photographs shall be appropriately labeled with the name of the project, name of the contractor and date photographs were taken.

4. Video Recordings: Submit one (1) copy of each high-resolution digital video recording within seven (7) days of recording.
  - a) Submit all video recordings in digital video format acceptable to Engineer as agreed upon at the preconstruction conference.
  - b) All video recordings shall be appropriately labeled with the name, of the project, name of the contractor and date that the video recording was performed.
5. Usage Rights: Contractor shall transfer any applicable copyright usage rights to Owner for unlimited reproduction of photographic documentation.
6. Additional Photographs and Video Recordings: Engineer may request photographs or video recordings in addition to those required prior to construction.

**END OF SECTION 011200**

**PART 1: GENERAL****1.1 SCOPE**

- A. This section covers the method of measurement and payment for items of work under this contract.

**1.2 GENERAL**

- A. The total Bid Price for each section 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 plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

**1.3 ESTIMATED QUANTITIES**

- A. All estimated quantities stipulated in the Bid Form 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 the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. In some cases a unit price item has been added to the bid schedule for the purpose of establishing a cost basis in the event work associated with that item is required. No guarantee is expressed or implied that the quantities shown in the bid schedule shall be required to fulfill the Contract. The basis of payment for work and materials will be the actual amount of work done and materials furnished. 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.

**1.4 WORK ITEMS**

- A. The following describes the method of measurement and payment for the bid items shown in the Bid Schedule.
  - 1. Mobilization: Partial payments for the item "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50% of the lump sum price for "Mobilization" on each of these partial pay estimates. The amount for "Mobilization" in the approved schedule of values shall

not exceed 5% of the total of all other bid schedule line items. Mobilization shall include all costs for Contractor's bonds, insurance, temporary office facilities, sanitary and power, and all other miscellaneous costs.

2. Walking Trail Overlay:

- a) This item will be paid in accordance with the unit price listed in the Bid Schedule. This unit price will be the full compensation for all work and materials, including cleaning, tack coat application, and asphalt overlay as indicated on the Drawings or specified in the Contract Documents. This shall include any necessary asphalt tapering at overlay terminations to maintain flush transitions.
- b) Payment shall be made on a unit price basis for all work. Payment will be made based on the two-dimensional area fully completed, as described in the contract documents and otherwise directed by the Engineer. No payment will be made for areas that were not pre-approved.

3. Walking Trail Repair:

- a) This item will be paid in accordance with the unit price listed in the Bid Schedule. This unit price will be the full compensation for all work and materials, including sawcut and removal of existing trail, proper offsite disposal of removed material, compaction of subgrade, and installation of new trail pavement section as indicated on the Drawings or specified in the Contract Documents. This shall include any necessary asphalt tapering at overlay terminations to maintain flush transitions.
- b) Payment shall be made on a unit price basis for all work. Payment will be made based on the two-dimensional area fully completed, as described in the contract documents and otherwise directed by the Engineer. No payment will be made for areas that were not pre-approved.

4. Drive and Parking Overlay:

- a) This item will be paid in accordance with the unit price listed in the Bid Schedule. This unit price will be the full compensation for all work and materials, including cleaning, tack coat application, and asphalt overlay as indicated on the Drawings or specified in the Contract Documents. This shall include any necessary asphalt tapering at overlay terminations to maintain flush transitions.
- b) Payment shall be made on a unit price basis for all work. Payment will be made based on the two-dimensional area fully completed, as described



in the contract documents and otherwise directed by the Engineer. No payment will be made for areas that were not pre-approved.

5. Pavement Striping:

- a) This item will be paid in accordance with the unit price listed in the Bid Schedule. This unit price will be the full compensation for all work and materials, including cleaning and pavement striping, as indicated on the Drawings or specified in the Contract Documents. This shall include any necessary asphalt tapering at overlay terminations to maintain flush transitions.
- b) Payment shall be made on a unit price basis for all work. Payment will be made based on the linear footage of four inch (4") wide painted striping, as described in the contract documents and otherwise directed by the Engineer. Pavement striping is to be installed only where prior striping existed and was appropriately documented or where directed Owner or Engineer. No payment will be made for areas that were not pre-approved.

**1.5 ALL OTHER WORK ITEMS**

- A. All other work items not covered in part 1.4 shall be considered incidental to other work items that have unit or lump sum prices. Therefore no separate payment shall be made for these work items.

**PART 2: PRODUCTS (NOT USED)**

**PART 3: EXECUTION (NOT USED)**

**END OF SECTION 012000**

**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 1 Section "Quality Requirements" for general testing and inspection requirements.

**1.3 DEFINITIONS**

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modifications, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to the Bid Schedule for work that requires establishment of unit prices. The Specification Section entitled "Measurement and Payment" describes the methods of measurement and payment for the unit prices in the Bid Form.

**1.5 ADJUSTMENT OF QUANTITIES**

- A. Unit Quantity Adjustment: To adjust unit quantities, prepare a Change Order Proposal based on the difference between the final measurement of work-in-place and the estimated quantity contained in the Bid Schedule, multiplied by the unit price for that item.

1. Submit substantiation of the change of scope of work, if any, claimed in Change Orders related to the unit price work.
2. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

**PRODUCTS** (Not Used)

**EXECUTION** (Not Used)

**END OF SECTION 012200**

**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

**1.3 MINOR CHANGES IN THE WORK**

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c) Include costs of labor and supervision directly attributable to the change.

- d) Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e) Quotation Form: Use forms acceptable to Engineer.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Proposal Request Form: Use form acceptable to Engineer.

## **1.5 ADMINISTRATIVE CHANGE ORDERS**

- A. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

## **1.6 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

## **1.7    WORK CHANGE DIRECTIVE**

- A. Work Change Directive: Engineer may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PRODUCTS** (Not Used)

**EXECUTION** (Not Used)

**END OF SECTION 012600**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

**1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. A cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the Schedule of Values.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a) Application for Payment forms with continuation sheets.
    - b) Submittal schedule.
    - c) Items required to be indicated as separate activities in Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than 7 days prior to the date scheduled for submittal of the initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
  4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values.
1. Identification: Include the following Project identification on the schedule of values:
    - a) Project name and location.
    - b) Name of Engineer.
    - c) Engineer's project number.
    - d) Contractor's name and address.
    - e) Date of submittal.
  2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a) Related Specification Section or Division.
    - b) Description of the Work.
    - c) Name of subcontractor.
    - d) Name of manufacturer or fabricator.
    - e) Name of supplier.
    - f) Dollar value as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal contract amounts as appropriate which include separate costs for items such as shop drawings, and project closeout items such as, but not limited to demobilization, project restoration and final cleanup, furnishing Operation and



Maintenance manuals, punch list activities, equipment demonstration, operator training and Project Record Documents.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a) Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a) Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be proportionately applied to other line items in the Schedule of Values.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### **1.4 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Engineer by a specific day of the month to be established at the pre-construction conference. The period covered by each Application for Payment is one month, ending on the specific day of the month that is established at the pre-construction conference.

- C. Application for Payment Forms: Use forms acceptable to Engineer.
- D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts for all work completed since the previous Application for Payment by including amounts for all work completed on the project and subtracting those quantities included on previous Applications for Payment. Include only amounts for work completed through the cut-off date established at the pre-construction conference.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a) Materials previously stored and included in previous Applications for Payment.
    - b) Work completed for this Application utilizing previously stored materials.
    - c) Additional materials stored with this Application.
    - d) Total materials remaining stored, including materials with this Application.
  4. Reimbursement for stored materials shall not exceed 50 percent of the unit price bid for the associated line item or as shown in the Schedule of Values for that portion of the work, unless otherwise agreed upon by the Engineer and Owner.

F. Transmittal: Submit [one] 1 signed and notarized copy of each Application for Payment to Project Coordinator via email. This copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's construction schedule.
4. Sales tax statement (as necessary)
5. Combined Contractor's construction schedule incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
6. Products list.
7. Schedule of unit prices.
8. Submittal schedule.
9. List of Contractor's staff assignments.

10. List of Contractor's principal consultants.
  11. Copies of building permits.
  12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  13. Any other requirements described in the General Conditions of the Contract.
- I. Progress Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of each Progress Application for Payment include the following:
1. Updated Schedule of Values.
  2. Updated Contractor's construction schedule.
  3. Sales tax statements (as necessary).
  4. Certified payroll statements (as necessary).
  5. Summary of stored materials.
  6. Any other requirements described in the General Conditions of the Contract.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  3. Any other requirements described in the General Conditions of the Contract.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum (Final Adjusting Change Order issued by Engineer).
4. Contractor's Affidavit of Release of Liens.
5. Consent of Surety to Final Payment.
6. Evidence that claims have been settled.
7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
8. Final liquidated damages settlement statement.
9. Record Documents.
10. General warranty letter.
11. Sales tax statements (as necessary).
12. Any other requirements described in the General Conditions of the Contract.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION 012900**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 DEFINITIONS**

- A. RFI (Request for Information): Request from Contractor seeking information and clarification from the Engineer during construction.

**1.4 COORDINATION**

- A. Coordination: The Contractor shall coordinate its construction operations with those of others to ensure efficient and orderly installation of each part of the Work. The Contractor shall be responsible for the coordination of each of their subcontractors' schedules. Contractor and each subcontractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

## **1.5 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately upon discovery of the need for additional information, interpretation, or clarification of the Contract Documents, Contractor shall prepare and submit an RFI.
1. RFIs shall originate with Contractor. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name, including Owner.
  2. Date.
  3. Name of Contractor.
  4. Name of Engineer.
  5. RFI number, numbered sequentially.
  6. RFI subject.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions and conditions, as appropriate.

10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  11. Contractor's signature.
  12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form acceptable to Engineer.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven (7) working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Engineer's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
  3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. Upon receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven (7) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Contractor shall be prepared to discuss the log and the status of pending RFIs at all Progress or Coordination Meetings.



- G. Improper or Frivolous RFI: Improper and/or Frivolous RFI's shall be defined as RFI's that request information that is clearly indicated on or reasonably inferable from Contract Documents.
1. Will be returned unanswered, will be removed from the Contractor's RFI log, and the number assigned will be assigned to subsequent RFI.
  2. At the Contractor's request, after notification by Engineer that a RFI is improper or frivolous, the RFI will be processed with processing costs charged to Contractor as follows:
    - a. The Contractor shall reimburse the Owner for the Engineer's account for time spent in processing improper or frivolous RFI's at the rate of the Engineer's current standard hourly fee schedule for personnel and associated expenses.

## **1.6 PROJECT MEETINGS**

- A. General: Engineer will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Engineer will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Contractor.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress of the work.
  4. Minutes: Engineer will record and distribute meeting minutes.

- C. Coordination Meetings: Engineer will conduct Project Coordination meetings as necessary. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous Coordination Meeting. Review other items of significance that could affect progress. Topics for discussion at these meetings will be determined as necessary based on the status of Project.
  3. Contractor's Construction Schedule: Review progress since the last Coordination Meeting. Determine whether contract is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - a. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.

4. Reporting: Engineer shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION 013100**

**PART 1 - GENERAL****1.1 REQUIREMENTS**

- A. This section specifies the methods and requirements for the submissions applicable to Shop drawings, Working drawings, Product data, Samples, Request for substitutions, Test procedures, and Construction and Submittal schedules. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. All submittals shall be clearly identified by reference to the Specification Section, Paragraph, Drawing number, or Detail as applicable.
- C. All submittals shall be submitted by the Contractor and the Contractor shall be solely responsible for the coordination and management of all submittals. No submittals received directly from material/equipment suppliers or subcontractors will be accepted unless otherwise agreed upon by all parties. The Engineer's review comments and markup submittals will be returned to the Contractor who shall promptly coordinate and return the comments and markup submittals to the appropriate parties.
- D. The Contractor shall submit to the Engineer a detailed submittal schedule in accordance with the General Conditions.
- E. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, and method of work shall be as described in the submittal. Submittal documents shall be edited to clearly show only those items to be included in the contract. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall be solely responsible for the coordination of submittals so that work will not be delayed. Different categories of submittals shall be scheduled so that one will not be delayed for lack of coordination or approval of another. No extensions of time will be allowed because of failure to properly schedule or manage submittals.

**1.2 SUMMARY**

- A. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.

2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### **1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals or those inferred by the work shown on the drawings or detailed in the project documents.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. Time/Days: Where days are referenced as a measurement of time the unit shall be calendar days.

### **1.4 SUBMITTALS SCHEDULE**

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.
  1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action, informational.
    - d. Name of subcontractor, if applicable.
    - e. Description of the Work covered.
    - f. Scheduled date for Engineer's final release or approval.
    - g. Scheduled dates for purchasing.
    - h. Scheduled dates for installation.

- i. Activity or event number from Construction Schedule.
- B. Submit revised submittal schedule as necessary to reflect changes in current status and timing for submittals.

## **1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Engineer's Digital Data Files: Electronic copies of the Contract Drawings and project specifications may be provided by Engineer for Contractor's use in preparing submittals only if detailed in other Sections of the Contract Documents. In cases where Engineer provides electronic copies of these documents, Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Based on the complexity of the submittal, allow 7 to 21 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Based on the complexity of the submittal, allow 7 to 21 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- E. Each submittal shall be accompanied by the transmittal cover contained in this section. The cover sheet shall be printed in a bright unique color of paper (color selected per project) and affixed to paper copies of each submittal. The information required for each submittal is contained on the cover sheet and shall be furnished for each submittal.
- F. Submittal Identification Number: A unique four (4) character number shall be assigned by the Contractor and shall be noted on the transmittal cover sheet accompanying each submittal. Submittal numbers shall have the following format:
1. The first character shall be a SD, W, S, or M, which represents Shop Drawing Data (SD), Working Drawing (W), Sample (S), or Operating/Maintenance Manual (M).
  2. The next digits shall be the specification section number.
  3. The next digits shall be a three digit number (001 – 999) assigned to sequentially number each submittal.
  4. The last character is a letter, A-Z, indicating the submission, or resubmission of the same data, i.e., A – 1<sup>st</sup> submittal, B- 2<sup>nd</sup> submittal, etc.
  5. A typical submittal number would be:
- SD-15800-013-A
- where:
- SD = shop drawing
- 15800 = technical specification section 15800
- 013 = contractor's submittal number 013
- A = 1<sup>st</sup> submittal
- G. Deviations: All deviations from the Contract Documents shall be identified on submittals.
- H. Paper and Electronic Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Engineer will discard submittals received from sources other than Contractor.

- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Engineer.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submittals: Submit one electronic copy in a PDF format of each submittal, unless otherwise indicated. Engineer will return one electronic copy via Dropbox.
  - 2. All submittals shall include a copy of the specification section, with addendum updates included, and all referenced and applicable sections, and each paragraph shall be check-marked to indicate that the submitted material is in compliance with the specification or marked to indicate requested deviations from the specified requirements. If deviations are noted and/or requested each deviation shall be underlined and denoted by a number in the margin to the right with a detailed description of the deviation on a separate sheet.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. Mark each copy of each submittal to show which products and options are applicable.
  - 2. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.



- c. Standard color charts.
    - d. Statement of compliance or variations with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 3. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Submit Product Data in the following format:
    - a. Submit one (1) electronic copy in a PDF format of each submittal, unless otherwise indicated. Engineer will return one (1) electronic copy via Dropbox.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance and variation with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
  - a. Generic description of Sample.
  - b. Product name and name of manufacturer.
  - c. Sample source.
  - d. Number and title of applicable Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit 2 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return one (1) submittal with options selected.
- E. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- F. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
  4. Submit subcontract list in the following format:

- a. Submit two (2) paper copies and one electronic copy in a PDF format, unless otherwise indicated.
- H. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- I. Equipment Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that the manufacturer has reviewed the Contract drawings and specifications, including all addendums, and that the equipment and related accessories included in the shop drawing submittal are suitable for installation in the applications proposed for the project. Include evidence of manufacturing experience where required.
- J. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Submittal Transmittal: Contractor shall include with each submittal a transmittal form as contained at the end of this section. Include all information required by the form including Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### **3.2 ENGINEER'S ACTION**

- A. Engineer will not review submittals that do not bear required cover sheet and ***Contractor's approval and signature*** and will return them without action.
- B. Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. The transmittal form included in this section contains a copy of

the review stamp to be completed by the Engineer. The Engineer will complete the stamp for each submittal and will mark stamp appropriately to indicate action.

- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Submittals will be returned to the Contractor under one of the following codes.

Code 1 – FURNISH AS SUBMITTED, No Exceptions – The review indicates that the material, equipment or work method complies with the project documents. In this event the contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

Code 2 – FURNISH AS SUBMITTED, Make corrections noted – The review indicates that there are limited corrections required for the material, equipment or work method. In this event the contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal in accordance with the noted corrections.

Code 3 – NOT APPROVED (See Notes), Revise and resubmit – The review indicates that the submittal is insufficient or contains incorrect data, copies or other information. Except at his own risk, the Contractor shall not undertake work covered by this submittal until such time as it is revised and meets the requirements of code 1 or 2.

Code 4 – NOT APPROVED, Rejected – The review indicates that the submittal does not comply with the project documents and is unacceptable for incorporation into the project. Except at his own risk, the Contractor shall not undertake work covered by this submittal until such time as it is revised and meets the requirements of code 1 or 2.

Code 5 – Receipt Acknowledged – The review indicates that the material is for information purposes only and the Engineer has taken no action as none is required.

### **3.3 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS**

- A. The Engineer's review of submittal information provided by the Contractor based upon his review of the drawings, specifications, other project documents and proposed methods of work or information regarding materials or equipment shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner or the Engineer, or by any officer or

employee thereof, and the Contractor shall have no claim under the contract on the account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "No Exceptions" or "Make Corrections Noted" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

### **3.4 COSTS FOR REVIEW OF RESUBMITTALS**

- A. The Contractor shall be responsible for the completeness of each submittal and identifying deviations from the project requirements. Any submittal that may require more than two (2) reviews by the Engineer shall be assessed a review charge for time spent in processing shop drawings at the rate of the Engineer's current standard hourly fee schedule for personnel assigned to the shop drawing review and associated expenses. This charge, covering the cost of engineering and administration, shall be assessed against progress payments.

### **3.5 SUBMITTAL LOG**

- A. Prepare, maintain, and submit a tabular log of submittals organized by the submittal number. Contractor shall be prepared to discuss the log and the status of pending submittals at all Progress or Coordination Meetings.

### **3.6 CONTRACTOR'S APPROVAL COVER SHEET**

- A. To be printed on a bright unique color of paper selected for this project and used to designate a Shop Drawing or Informational Submittal and permanently attached or made a part of each submittal.

## CONTRACTOR'S SUBMITTAL TRANSMITTAL

**Submittal # \_\_\_\_\_**

Engineer: <b>ProE Engineering Services, LLC</b>	Owner: <b>Hamblen County, Tennessee</b>
Address: 112 Newport Drive Oak Ridge, TN 37830	Address: 511 West Second North Street Morristown, TN 37814
Date:	Engineer's Project No: 24-16
Project: 2025-26 Hamblen Co. Stormwater Projects 2026-8540	Spec. Reference:
Contractor:	Drawing Reference:

TO: ProE Engineering Services, LLC	<b>CONTRACTOR'S SUBMITTAL NO:</b> <b>(Check One):</b> <input type="checkbox"/> An Original Submittal <input type="checkbox"/> A 2 <sup>nd</sup> Submittal of _____ <i>(original Submittal No.)</i> <input type="checkbox"/> A _____ Submittal of _____ <i>(original Submittal No.)</i>  <input type="checkbox"/> Product Data for Information Only <input type="checkbox"/> An O&M Submittal for Information Only	
ATTN: Jake Greear FROM:		
Item #	Subject of Submittal / Equipment Supplier	Equipment Designations(s) / Specification Section(s):

**Complete Either (a) or (b) below:**

- ☐ (a) We have verified that the material, equipment or other information contained in this submittal meets all the requirements specified or shown (no exceptions).
- ☐ (b) We have verified that the material, equipment or other information contained in this submittal meets all the requirements specified or shown, except for the following deviations (list deviations):

**Notes/Comments:**

*By this submittal, I hereby represent that I have determined and verified all field measurements and dimensions, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable shop drawings, equipment, trades and all Contract requirements.*

\_\_\_\_\_  
*Signature of Contractor's Authorized Representative*

\_\_\_\_\_  
*Date*

### **3.6     ENGINEER'S APPROVAL COVER SHEET**

To be attached to each submittal.

### SHOP DRAWING REVIEW

ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
<input type="checkbox"/> Furnish As Submitted, No Exceptions	<input type="checkbox"/> Confirm
<input type="checkbox"/> Furnish As Submitted, Make Corrections Noted	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Not Approved (See Notes), Revise and Resubmit	
<input type="checkbox"/> Not Approved, Rejected, See Notes	
<input type="checkbox"/> Receipt Acknowledged (Not subject to Engineer's Review or Approval)	

The Engineer's review of this shop drawing is for general conformance with the design concept, contract documents, specifications and drawings. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures there from, and does not relieve the Contractor from errors and omissions in the submittal or from the Contractor's responsibility of addressing any deviations from the contract documents, specifications and drawings. The Contractor remains solely responsible for details and accuracy, for confirming and correlating and verifying all quantities and dimensions at the jobsite, for selecting fabrication processes, for the means, methods, techniques, and sequence of construction, coordinating work with other trades, and performing all work in a safe manner. Engineer's approval shall not relieve Contractor of its obligation to perform construction in accordance with the Contract Documents. Any approval by Engineer shall not constitute an approved change or substitution unless Contractor has previously advised Engineer in writing of such proposed change or substitution and obtained Engineer's written approval of such change or substitution.

#### ProE Engineering Services, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_



**END OF SECTION 013300**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

**1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL), an National Voluntary Laboratory Accreditation Program (NVLAP), or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### **1.4 CONFLICTING REQUIREMENTS**

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainty and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

## **1.5 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## **1.6 QUALITY CONTROL**

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made either directly by the Owner or from testing and inspecting allowances, as authorized by the Contract documents, if such allowances are include in the Contractor's construction contract.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 96 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, Contractor shall provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that

are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution Requirements."

- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

**END OF SECTION 014000**

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures".
  - 2. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

**1.4 SUBMITTALS**

- A. Qualification Data: For professional land surveyor.



- B. Certificates: Submit certificate signed by professional land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by professional land surveyor.

## **1.5 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Engineer for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of all structures, underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to local utility and/or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines,

services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Engineer according to requirements in Division 01 Section "Project Management and Coordination." Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a professional land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

### **3.4 FIELD ENGINEERING**

- A. Identification: Contractor shall identify existing or establish benchmarks, control points, and property corners as necessary.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: Upon completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

### **3.5     INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking, attachment plates, anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
  - 2. Allow for structure movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.6 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 degrees F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management".
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.7 STARTING AND ADJUSTING**

- ~~A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements".~~
- ~~B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.~~
- ~~C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.~~
- ~~D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.~~
- ~~E. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."~~

### **3.8 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### **3.9 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION 017000**

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

- A. The work covered by this Section consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, building, and other facilities necessary for work on the project; and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site. Included in this item will be the erection of all construction signs and signals, traffic warning devices, project sign, and other preparatory signs.

**PART 2: NOT USED****PART 3: NOT USED****PART 4: MEASUREMENT AND PAYMENT****4.01 PAYMENT**

- A. Partial payments for the item of Mobilization will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of fifty percent (50%) of the lump sum price for Mobilization on each of these partial pay estimates. The amount for Mobilization in the approved schedule of values shall not exceed five percent (5%) of the total project bid.

**END OF SECTION**



**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
  - 2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 3. Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. Upon receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### **1.4 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.5 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. As necessary, remove snow and ice to provide safe access to the work area.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep floors broom clean.

- i. Vacuum any carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - o. Clean any and all plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace any and all disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - r. Leave Project clean and ready for operation.
- B. Construction Waste Disposal: Comply with waste disposal requirements in the General Conditions of this contract.

**END OF SECTION 017700**

(Standard Form Attached)

**CONTRACTOR'S FINAL AFFIDAVIT AND WAIVER OF LIEN**

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

STATE OF: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

DATE: \_\_\_\_\_

This is to certify that all claims for labor, material, services and any other just claims arising out of the performance of this Contract have been satisfied, except for payment to subcontractors to be made out of retainage presently being held by the Owner, and that no claims or liens exist against this Contractor in connection with this contract; that to the best of our knowledge no claims or liens exist, and if any such claims or liens appear after payment of the retained amount due on the Contract, this Contractor shall save the Owner harmless on account thereof. After payment of the retained amount the undersigned does hereby waive, release and relinquish any and all claims or rights of lien presently held or hereafter accruing upon the above project.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of 20 \_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplemental General Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Miscellaneous record submittals.
- B. Related Sections:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Divisions 2 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints and one digital copy as described below.
- B. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy and one digital copy of each submittal as described below.

**1.4 PRODUCTS****1.5 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below grade.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Changes made by Change Order or Work Change Directive.
  - i. Changes made following Engineer's written orders.
  - j. Details not on the original Contract Drawings.
  - k. Field records for variable and concealed conditions.
  - l. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.



5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Change Order or Work Change Directive numbers, alternate numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a digital copy of those Contract Drawings.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Provide information in the following formats:
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Record Digital Data Files on a disk: Organize digital data information into separate PDF electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Contractor.

## **1.6 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit three (3) paper copies and two (2) digital copies of all miscellaneous records.
1. Include a miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

## **PART 2 - EXECUTION**

### **2.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

**END OF SECTION 017839**

**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 that relates to explosives, including receiving, handling, transporting, storing, distributing, priming, loading, firing, and disposal.
- B. Raze, remove, and dispose of structures, and other obstructions indicated. Carefully remove designated salvageable material, and transport and store in approved locations. Fill cavities left by structure removal to the level of the surrounding ground and thoroughly compact, as directed. Directions for execution of the work will be supplemented by the Engineer as necessary.

**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 eight inches (8") and separated by a minimum six inch (6") layer 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: Break concrete designated for removal into pieces and use for rip-rap. The volume, minimum of such pieces shall be 0.5 cubic foot; seventy-five percent (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.

**3.02 EXPLOSIVES**

- A. General: The Contractor shall notify the Engineer or his representative prior to using any explosives. The Contractor shall be solely liable for any and all damage caused directly or indirectly by the use of explosives.

- B. 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.
- C. 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.
- D. 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.
- E. Requirements: The Contractor shall give special attention to the following specific rules:
1. Locate magazines in accordance with the American Table of Distances for Storage of Explosives and only at sites approved by the Engineer.
  2. Magazines shall be bulletproof, fireproof, burglarproof, weather resistant and 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 (1)-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.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

- A. Payment for work in this Section should be made as a Lump Sum under "Labor".

**END OF SECTION**

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

The work included in this Section consists of the grading of the project area. The work includes:

- A. Site clearing and off-site disposal of all debris and unsuitable material.
- B. Removal of all topsoil, organically contaminated soil, and existing unsuitable fill.
- C. Proof rolling and grading of the property to the prescribed elevations.
- D. Stockpiling or wasting on-site of any excess cut material for providing acceptable material as required to obtain the desired grades.

**1.02 SITE CONDITIONS**

No subsurface test results are available for this project. Test borings and other exploratory operations may be undertaken by the Contractor at his own expense, provided that such operations are acceptable to the Owner.

**PART 2: PRODUCTS****2.01 MATERIALS****A. UNSTABLE MATERIAL**

- 1. Organically contaminated soils must be removed from the area of grading operations. At the discretion of the Engineer, topsoil within the area to be stripped shall be stockpiled in a convenient area, selected by the Engineer, for later use in planting area. All topsoil shall be graded by the Engineer as suitable and shall be stockpiled separately as directed by the Engineer in the field.
- 2. Soft or excessively yielding material shall be removed and replaced with inert controlled fill.

**B. FILL MATERIAL**

- 1. Material to be used for fill shall be approved by the Engineer.

2. All roots, organic matter, trash, debris, and other unsuitable materials that may find their way into otherwise acceptable fill material shall be removed during the dumping and spreading operations.
3. Broken rock and boulders larger than six inches (6") in any dimension may not be used as fill without the specific approval of the Engineer.
4. Frozen soil shall not be used for fill.
5. Fill material shall have a maximum laboratory dry weight, ASTM D-698, of at least one hundred (100) pounds per cubic foot, unless specifically exempted from this requirement.

## **PART 3: EXECUTION**

### **3.01 PREPARATION**

#### **A. SURFACE PREPARATION**

1. After removal of all existing topsoil, debris, and other undesirable material, the areas that are to receive fill, that have been cut to the desired grade, or that are at the approximate required subgrade elevation without additional earthwork, should be proof rolled to locate any soft or yielding area. Proof rolling shall be done with at least (4) four overlapping passes of a heavy-duty flat wheel vibratory roller, at least twenty (20) tons, or by its approved equivalent.
2. Any soft or excessively yielding material revealed by the proofrolling shall be removed and replaced with inert controlled fill. The Engineer shall be the sole judge of what constitutes soft or excessively yielding material.
3. Drainage from existing watercourses, springs, or other sources should be rerouted out of the earthwork area. The Contractor shall take special care to remove all organically contaminated sediment, saturated soil, and other undesirable material from existing watercourses.

#### **B. BLASTING AND DAMAGES**

Where blasting is done, it shall be done by qualified personnel and in accordance with all Federal, State, or Local requirements and procedures. The Contractor shall be responsible for any damage done to adjoining properties or to persons by reason of the blasting or

other earthwork operations. The Contractor shall also be responsible for damage To embankments and cut areas and sewer, water, gas, or other underground lines that may result from blasting or earthwork operations. All such damage shall be repaired and made good by the Contractor in a timely manner.

### **3.02 INSTALLATION**

#### **A. FILLING AND COMPACTION**

1. After a stable non-yielding surface has been established, the surface of the area to be filled shall be scarified with a disc or harrow to a depth of four to six inches (4-6").
2. An initial three-inch (3") layer of fill material shall then be spread over the scarified surface and the entire area compacted as specified below.
3. No fill shall be placed on any area until that area has been inspected and approved by the Engineer.
4. Fill shall not be placed on a snow-covered or frozen surface.
5. Fill materials shall be spread in uniform horizontal layers not exceeding eight inches (8") in uncompacted thickness. Alternating layers of cohesive and granular fill soils shall not be permitted. All fill must be placed in horizontal layers.
6. Spreading and compacting of fill material should be started at the lowest portion of the site.
7. Sloping fill planes will not be permitted.
8. Fill material shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form.
9. Keyways shall be provided at the toe of each fill slope as shown on the Drawings.
  - a. As each layer of fill meets the natural grade of a slope, a bench, approximately seven to eight feet (7-8') wide, shall be cut into the existing grade with each layer of newly placed fill.



- b. If rock is encountered at the face of the natural grade, the original ground shall be cut in vertical steps of four to five feet (4-5') and a horizontal bench cut into the rock at the top of each vertical increment.
  - c. A horizontal plateau, approximately fifteen to twenty feet (15-20') wide, should be provided in the existing slope at vertical intervals of roughly twenty-five feet (25').
- 10. Subsurface drains shall be installed at the toe of the slope and wherever springs or excessive seepage are encountered. Drains should be led to the outside face of the embankment and the water picked up and carried away in such a manner as to avoid softening the embankment or its toe, or producing erosion gullies.
- 11. Before compaction begins, the fill shall be brought to a water content that will permit proper compaction. This may require aerating the material if it is too wet, or the addition of water if it is too dry. If additional water is required, it should be uniformly distributed through the use of approved water wagons, and shall be thoroughly incorporated into the material by means of discs or other suitable mixing equipment. Care shall be taken to avoid trapping water within the fill.
- 12. The standard Proctor method of moisture-density relationship test, ASTM D 698 or AASHTO T-99, shall be used to determine the maximum laboratory dry density and the optimum moisture content of the material that is to be used for fill.
- 13. Each layer of fill material shall be compacted until its density is not less than ninety-five percent (95%) of the maximum laboratory dry density for the same material. The moisture content of compacted cohesive materials shall not vary by more than two (2) percentage points from the optimum moisture content for the same material, providing excessive yielding is not produced within this range of moisture contents. Where, in the opinion of the Engineer, proposed fill material is too wet to permit drying in a reasonable length of time, the Engineer may reject the material, and it must be removed from the work area.
- 14. The above compaction requirements are to be satisfied for all soil and weathered or soft rock fills. Weathered or soft rocks are those that can be broken down and disintegrated under normal compaction procedures and equipment.
- 15. At the close of each day's work, or where work is to be interrupted for a period of time, the surface of the site shall be shaped to drain freely and sealed. If after a prolonged rainfall, the surface of the area to be filled or cut is too wet to work properly, the unsuitable material shall be removed to expose workable soil. The

wet material removed may be dried and reused. Construction traffic shall be controlled so as to prevent rutting of graded areas and to avoid overrolling of any section.

16. All cut areas shall be rolled and compacted to produce a compaction equal to that of the filled area. If soft or yielding material is encountered in cuts or fills as a result of trapping water, overrolling, or improper control of construction traffic, and said material cannot be satisfactorily stabilized by moisture control, compaction, or other means approved by the Engineer, the unstable material shall be excavated to the depth required by the Engineer. The excavation shall then be filled with suitable compacted material in accordance with the requirements outlined above.

## B. GRADING

1. Elevations shown on the Plans are finished ground, unless otherwise noted. Grading shall be maintained in such a manner as to provide free surface drainage of the site at all times without any ponding of water.
2. Provide ditches and swales to the cross-sections and grades shown on the Drawings. Cut ditch subgrades four inches (4") below the grades shown and provide four inches (4") of topsoil where the Plans call for seeding or sodding of the ditch. Keep ditches and swales free of accumulations of debris or washed in material until final acceptance of work by the Engineer.
3. Shape all surfaces to within not more than 0.10 feet above or below the required subgrade elevations and make free from irregular surface changes.

## C. MAINTENANCE

1. The Contractor shall be responsible during construction and until final acceptance for the maintenance of all embankments made under the Contract.
2. During construction and until final acceptance, the Contractor shall construct temporary or permanent earth berms along the outer edges of the top surface of the embankment, construct temporary ditches, shape the embankment surface to provide for the drainage of surface runoff along and throughout the length of the embankments, and use any other methods necessary to maintain the work covered by this Section so that the work will not contribute to excessive soil erosion. The Contractor shall construct brush dikes or install temporary or permanent slope drains or other drainage features to assist in controlling erosion.

3. The Contractor shall replace, at no cost to the Owner, any portion of embankment that has become displaced or damaged due to carelessness or neglect on the part of the Contractor. Where the work has been properly constructed, completely drained, and properly maintained, and damage occurs due to natural causes, the Contractor will be paid at the Contract unit price for the excavated material required to make necessary repairs to such damage.
4. All embankments shall be brought to the grade and cross-section shown on the Plans or established by the Engineer prior to final inspection and acceptance by the Engineer.

### **3.03 FIELD QUALITY CONTROL**

#### **QUALITY CONTROL AND TESTING**

- A. The services of qualified soils-testing personnel may be engaged by the Owner for the making of tests to determine the moisture-density relationships, relative densities, plastic and liquid limits, and suitability of materials for compaction and for inspection and control of the site preparation, selection, placing, and compaction of the fill. Such tests will be provided and paid for by the Owner, except those tests that reveal nonconformance with the Specifications and all succeeding tests for the same area, until conformance with the Specifications is established, shall be at the expense of the Contractor. The Owner will be responsible for paying for only the successful tests. A copy of the testing personnel's daily field report including results of in-place density and moisture content tests should be forwarded to the Owner and the Engineer at the end of each working day.
- B. The Contractor shall cooperate with the testing personnel so as to permit proper inspection and control of the work without unnecessary delays.

**END OF SECTION**

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

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 that 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.
- B. CLEARING
  - 1. The work of clearing shall be performed within the limits established by the Plans, Specifications, or the Engineer.
  - 2. 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 downed 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 (6") above the original ground surface.

3. 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 trunk 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.
4. The Engineer will designate all areas of growth or individual trees that 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.
5. 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.

C. GRUBBING

1. Grubbing shall consist of the removal and disposal of all stumps, roots, and matted roots from all cleared areas, except as herein specified.
2. In embankment areas, when the depth of embankment exceeds three feet, six inches (3'-6") in height, sound stumps shall be cut off not more than six inches (6") above the existing ground level and not grubbed. Unsound or decayed stumps shall be removed to a depth of approximately two feet (2') below the natural ground surface.
3. 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.

4. Disposal of Cleared and Grubbed Material

Saw logs, pulp wood, cord wood, or other merchantable timber removed incidental to clearing and grubbing shall remain the property of the Owner. 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 Marshal 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.

**PART 4: MEASUREMENT AND PAYMENT**

**4.01 PAYMENT**

Payment for Clearing and Grubbing work specified in this section shall be made as a Lump Sum under "Labor."

**END OF SECTION**

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

The work of this Section consists of furnishing, loading, hauling, and placing of borrow material in the construction of embankments or the work of other Sections as shown and specified.

**PART 2: PRODUCTS****2.01 MATERIALS****A. GENERAL**

1. Borrow material shall be selected to meet the requirements and conditions of the particular fill for which its use is intended.
2. Sand-clay soils shall be capable of being readily shaped and compacted to the required densities, and shall be free of roots, trash, and other deleterious material.
3. Unless specifically provided, no borrow shall be obtained within the limits of the project site without written approval.
4. Borrow shall consist of material obtained from sources provided by the Contractor and shall meet the requirements of the classifications in accordance with USCS listed below:
  - a. Acceptable Classifications: GW, GP, GM, SW, SP, SC, SM, ML, and CL.
  - b. Unacceptable Classifications: PT, OH, OL, CH, and MH.

**B. COHESIONLESS MATERIALS**

Cohesionless materials include poorly- and well-graded gravels (GP and GW) and poorly and well-graded sands (SP and SW). Cohesionless soils are generally regarded as free-draining.

C. COHESIVE MATERIALS

Clayey gravels (GC), clayey sands (SC), lean clays (CL), fat clays (CH), silts (ML and MH), and organic (GM) and silty sands (SM) will be considered cohesionless only when the fines have a plastic index of 0. Otherwise they will be considered cohesive.

**PART 3: EXECUTION**

**3.01 INSTALLATION**

The Contractor shall place only borrow material that has been specifically identified as acceptable for this Section, unless otherwise directed by the Engineer.

**PART 4: MEASUREMENT AND PAYMENT**

**4.01 COMPENSATION**

No direct payment will be made for the work covered by this Section. Payment at the Contract prices for the various items in the Contract will be full compensation for all work covered by this Section, including, but not limited to, furnishing any borrow areas; any right of access to borrow areas; and dressing and shaping of fill areas.

**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 that 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 that 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: Rock waste shall be shaped to contours that are comparable to and blend in with the adjacent topography where practical and shall be covered with a minimum six-inch (6") thick layer of earth material either from the project waste or from borrow.
  - 2. Earth Waste: Earth waste shall be shaped to contours that 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, Broken Pavement and Masonry: Construction debris, grubbed debris, and all broken pavement and masonry shall be covered with a minimum six-inch (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: 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 02931.
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 ensure the satisfactory appearance of the completed project.
6. 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.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

- A. No direct payment will be made for the work covered by this Section. Payment at the Contract prices for the various items in the Contract will be full compensation for all work covered by this section, including, but not limited to, furnishing any waste areas; any right of access to waste areas; disposing of waste and debris; dressing and shaping of waste areas; furnishing and spreading earth material over debris, rock, broken pavement, and masonry; clearing and grubbing of waste areas; and hauling waste and debris to waste areas.

**END OF SECTION**

## **SECTION 02230**

## **MINERAL AGGREGATE BASE**

### **PART 1: GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The work covered by this Section consists of the construction of a stone base or stone backfill composed of an approved mineral aggregate base material hauled to the site, placed, 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. Mineral aggregate base materials shall consist of crushed stone, uncrushed gravel, or other similar material having hard, strong, durable particles free of adherent coatings.
- B. The Contractor shall furnish mineral aggregate base material produced in accordance with the requirements indicated herein for Class A aggregate unless otherwise specified in the special provisions.
- C. 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 fifteen percent (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 fifty percent (50%) when tested in accordance with AASHTO T96.
- D. Aggregates shall be handled in such a manner as to minimize segregation.
- E. 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 three inches (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.
- F. 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.
- G. Any method of stockpiling aggregates that 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.

- H. Gradation: All standard sizes of aggregates shall meet the gradation requirements of Tennessee Department of Transportation, Standard Specifications Section 903.05 for Class A aggregate, Grading D.

## **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 eight inches (8") or less, the base material may be spread and compacted in one (1) layer, providing compaction requirements are achieved. Where the required compacted thickness of base is more than eight inches (8"), the base material shall be spread and compacted in two (2) or more approximately equal layers. The minimum compacted thickness of any one (1) layer shall be approximately four inches (4").
- C. Each layer of material shall have been sampled, tested, compacted, and approved prior to placing succeeding layers of base material or pavement. Such tests will be provided and paid for by the Owner, except those tests that reveal non-conformance with the Specifications and all succeeding tests for the same area shall be at the expense of the Contractor until conformance with the Specifications is established. The Owner will be responsible for paying for only the successful tests. The minimum compaction for each layer shall be one hundred percent (100%) standard proctor.
- 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 five (5) miles per hour.
- F. The Contractor shall utilize methods of handling, hauling, and placing that 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 in order 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 that is contaminated with foreign materials to the extent that 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.

### **3.02 CONSTRUCTION OF STONE BACKFILL**

- A. The backfill stone shall be spread to uniform depth without segregation.
- B. Where the required compacted thickness of base is eight inches (8") or less, the base material may be spread and compacted in one (1) layer, providing compaction requirements are achieved. Where the required compacted thickness of base is more than eight inches (8"), the base material shall be spread and compacted in six inch (6") lifts.

### **3.03 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 plus or minus one-half inch ( $\pm 1/2"$ ) 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.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

- A. Payment for work in this Section should be made as a Lump Sum under "Materials".

**END OF SECTION**

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

- A. 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.
- B. 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.
- C. 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.
- D. The subgrade shall be compacted at a moisture content that is approximately that required to produce the maximum density. 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. A tolerance of plus or minus one-half inch ( $\pm 1/2"$ ) from the established grade will be permitted after the subgrade has been graded to a uniform surface.
- B. 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.

## **PART 4: MEASUREMENT / PAYMENT**

### **4.01 PAYMENT**

- A. No separate payment will be made for work performed under this Section. Compensation therefore will be considered as included in the unit prices shown in the bid for the various items to which Subgrade Construction is an incidental element.

**END OF SECTION**

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

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**

1. Stone shall vary in weight from five to two hundred (5-200) pounds.
2. At least thirty percent (30%) of the total weight of the rip rap shall be in individual pieces weighing a minimum of sixty (60) pounds each.
3. Not more than ten percent (10%) of the total weight of the rip rap may be in individual pieces weighing less than fifteen (15) pounds each.

**C. CLASS 2 RIP RAP**

1. Stone shall vary in weight from twenty-five to two hundred fifty (25- 250) pounds.
2. At least sixty percent (60%) of the total weight shall be in individual pieces weighing a minimum of one hundred (100) pounds each and not more than one hundred (100) pounds each.
3. Not more than five percent (5%) of the total weight may be individual pieces weighing less than fifty (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 that shall be no steeper than the angle of repose.
- B. The stone shall be graded so that the smaller stones are uniformly distributed throughout the mass.
- C. The area and thickness shall be as shown on the Plans or as designated by the Engineer.
- D. 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.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

Payment for work in this Section should be made as a Lump Sum under "Materials".

**END OF SECTION**

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

- A. The work covered by this Section shall consist of the construction, production, delivery, and placement of bituminous plant mix base and surface courses properly laid on a prepared mineral aggregate base, in accordance with these Specifications and in conformity with the lines, grades, thickness, and typical sections shown on the Plans.

**1.02 SUBMITTALS**

- A. When required by the Engineer, the Contractor shall furnish a job mix formula for the type of mixture specified for approval by the Engineer. Requirements shall conform to the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (TDOT Standard Specifications).

**1.03 QUALITY ASSURANCE**

- A. When required by the Engineer, the automatic weighing and recording system shall be checked by weighing a truckload of mix with an approved set of platform scales. The Engineer will designate other means of checking the automatic weighing and recording system if such checking becomes necessary.
- B. The Contractor will not be permitted to use mixture delivered to the site that is not accompanied by a load ticket signed by the weighman or an automatic printout ticket in accordance with the above requirements.
- C. The original of all tickets, including any voided tickets or tickets for rejected mixture, shall become the property of the Engineer.
- D. Bituminous Plant Mix Pavements (General): Pavement materials, hauling, equipment, production, placement, and weather limitations shall comply with Section 407 of the TDOT Standard Specifications, unless otherwise stated.

**PART 2: PRODUCTS****2.01 MATERIALS**

- A. Composition of Mixtures – General:
  - 1. The bituminous plant mix shall be composed of a mixture of aggregate, asphalt cement, and mineral filler when required.

2. The aggregate fractions shall be sized, uniformly graded, and combined in such proportions that the resulting mixture meets the grading requirements of a job mix formula prepared by the Engineer. Materials that will not produce a job mix within the full allowable tolerances required by these Specifications will be rejected.
3. The job mix formula with the allowable tolerances shall be within the design limits specified for the particular type of bituminous mixture.
4. The job mix formula for each mixture will establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to the aggregate, and a single temperature at which the mixture is to be discharged from the plant.
5. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer.
6. All mixtures furnished for the work shall conform to the job mix formula within the tolerance ranges specified for the particular mix involved as specified herein.
7. Should a change in sources of aggregate materials be made, a new job mix formula will be required before the new mixture is produced.
8. When unsatisfactory results or other conditions make it necessary, the Engineer may establish a new job mix formula.

B. Bituminous Plant Mix Base (Hot Mix) Type B or C:

1. This work shall consist of a foundation composed of a hot mixture of aggregate and asphalt prepared in a hot bituminous mixing plant. It shall be constructed in one (1) or more layers on a prepared mineral aggregate base, in accordance with Section 307 of the TDOT Standard Specifications.
2. Material shall be placed in reasonably close conformity with the lines, grades, thicknesses, and typical cross-sections shown in the Plans or as directed by the Engineer.

C. Asphaltic Concrete Surface (Hot Mix) – Grading E:

1. This work shall consist of an asphaltic concrete pavement composed of a mixture of coarse aggregate, fine aggregate, mineral filler if required, and asphalt cement.
2. The surface course shall be constructed on a prepared sub-base or mineral aggregate base as required in reasonably close conformity with the lines, grades, typical cross-sections, and rate of application shown on the Plans or as directed by the Engineer.

3. All work shall be performed in accordance with Section 411 of the TDOT Standard Specifications.

D. Bituminous Tack Coat:

1. Work shall consist of furnishing and applying bituminous material to a previously prepared base or surface to provide a bond for a superimposed course, in accordance with the requirements of Section 403 of the TDOT Standard Specifications.
2. Bituminous Materials – Materials shall conform to the following specifications:
  - a) Asphalt, Grade RC-70 or RC 250,
  - b) Emulsified Asphalt, SS-1, SS-1H, CSS-1, CSS-1H, or
  - c) Asphalt, Grade CRS-1 or CRS -2.

### **PART 3: EXECUTION**

#### **3.01 CONSTRUCTION REQUIREMENTS**

- A. Weather Limitations: Bituminous plant mix may be placed on properly constructed and accepted subgrade or previously applied layers provided the following are met:
1. The subgrade and the surface upon which the bituminous plant mix is placed shall be free of excessive moisture.
  2. The bituminous plant mix shall be placed in accordance with the temperature limitations of the following table and only when weather conditions otherwise permit the pavement to be properly placed, compacted, and finished.

Compacted Layer of Material Being Placed	Minimum Placement Temperature – Air or Surface (Whichever is Less)
Greater than 1-1/2"	40° F
1-1/2" or Less	45° F

3. Unless otherwise permitted in writing, no bituminous plant mix with a compacted thickness of one and one-half inches (1-1/2") or less shall be placed between November 30 and April 1; and further, no bituminous plant mix with a compacted thickness greater than one and one-half inches (1-1/2") shall be placed between December 15 and March 16.
4. Where permission is granted to place mix during the above prohibited periods, the temperature requirements in the table above shall be increased ten degrees (10° F).

B. Conditioning of Existing Surface:

1. Existing pavement surfaces shall be free of deleterious material including dirt, grass, or other material, that would interfere with the bonding of the successive pavement layer.
2. Mineral aggregate base shall conform to the line and grade requirements of the Plans.
3. Contact surface of existing pavement, curbing, gutters, manholes, and other structures shall be painted with a thin, uniform coating of bituminous material (tack) prior to placement of the mixture against them.
4. The Contractor shall properly adjust all manholes, valve boxes, and catch basin frames to the finished grades of the pavement. Unless otherwise specified, such adjustments shall be made without compensation.

C. Spreading and Finishing: Spreading and finishing shall comply with the requirements of Section 407.14 of the TDOT Standard Specifications.

D. Density Requirements:

1. Bituminous Plant Mix Base, Gradings B and C, will be compacted to an average of ninety-two percent (92%) of theoretical density. No individual density test shall be less than ninety percent (90%) of theoretical density.
2. Asphaltic Concrete Surface Course, Grading E, will be compacted to an average of ninety-two percent (92%) of theoretical density. No individual density test shall be less than ninety percent (90%) of theoretical density.
3. The size of the lot and number of tests included in the average shall be determined by the Engineer.
4. Any base or surface course that tests below the minimum density shall be corrected until the density of the area is equal to or above the minimum before it can be used to determine the average density of the lot. No successive layer, where applicable, shall be placed until the area has been corrected.

E. Joints: Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Engineer. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. A brush coat of bituminous material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously rolled material.

- F. Surface Requirements: The surface shall be tested with a ten-foot (10') straightedge applied parallel to the centerline of the pavement the deviation of the surface from the testing edge of the straightedge shall not exceed 1/4" for surface course pavements.

#### **PART 4: MEASUREMENT AND PAYMENT**

##### **4.01 PAYMENT**

Payment for work in this Section should be made as a Lump Sum under "Materials".

**END OF SECTION**

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

- A. This Section covers providing and installing the storm drainage and underdrainage collection systems, including pipe culverts, French drains, and appurtenant structures.
- B. Storm drainage systems shall be constructed as shown on the Contract Drawings and as specified herein.

**1.02 DELIVERY, STORAGE, AND HANDLING**

- A. All pipe and storm drainage material shall be unloaded and handled with reasonable care.
- B. Pipe shall not be rolled or dragged over gravel or rock during handling.
- C. When any joint or section of pipe is damaged during unloading or handling, the undamaged portions of the joint or section may be used where partial lengths are needed, or if damaged sufficiently, the Engineer will reject the joint or section as being unfit for installation, and the Contractor shall remove such rejected pipe from the project.

**1.03 QUALITY ASSURANCE**

Pipe and drainage materials shall meet the following reference requirements:

- A. ASTM C76.....Reinforced Concrete Pipe;
- B. ASTM C55.....Concrete Brick; and
- C. AASHTO M-36.....Corrugated Metal Pipe.

**1.04 SUBMITTALS**

- A. The Contractor shall submit for approval of the Engineer six (6) copies of shop drawings that describe in detail the materials to be utilized.
- B. Prior to submittal, all shop drawings shall be reviewed by the Contractor, and shall be stamped and signed as to compliance with the referenced Specification. Any variance to the specification shall be noted.
- C. The following shop drawings shall be submitted:
  - 1. Drainage pipe;

2. Underdrain pipe;
3. Underdrain or pipe bedding;
4. Drainage structure castings; and
5. Precast drainage structures.

#### **1.05 WARRANTY**

All pipe and materials shall be warranted for a period of one (1) year following installation and acceptance by the Owner.

### **PART 2: PRODUCTS**

#### **2.01 REINFORCED CONCRETE PIPE**

- A. Reinforced concrete pipe shall conform to ASTM C-76, latest revision.
- B. Pipe shall be Class III with Wall B, unless otherwise noted.
- C. All pipe shall have interior surfaces free from roughness, projection, indentations, offset, or irregularities of any kind.
- D. Joint material for reinforced concrete pipe shall be either "O"-ring type joints utilizing a rubber "O"-ring, or bell and spigot type utilizing a mastic joint material such as Ram-Neck or approved equal.

#### **2.02 CORRUGATED METAL PIPE**

- A. Corrugated metal pipe shall conform to AASHTO M-36, latest revision. \
- B. Bituminous coating, where required by the Drawings, shall consist of asphalt cement having a minimum thickness of 0.04" measured at the crest of the corrugations.
- C. Paved inverts in corrugated metal pipe, where required by the Drawings, shall consist of asphalt cement applied on the inside of the pipe for one quarter (1/4) of its circumference (bottom of pipe when installed). The pavement shall have a minimum thickness of 0.50" tapering to 0.1" at the sides.
- D. Corrugated metal pipe shall have 2-2/3" x 1/2" corrugations and shall be of the following minimum gauges:



Pipe Diameter (Inches)	Corrugated Metal Pipe Gauge
18 and smaller	16
21-30	14
38-48	12
56 and larger	10

- C. Corrugated metal pipe shall have rerolled ends to accommodate corrugated coupling bands. Coupling bands shall conform to TDOT requirements. Dimple bands shall not be used.

### **2.03 CASTINGS**

- A. Castings shall be sound and free from warp, holes, and other defects that impair their strength or appearance.
- B. Exposed surfaces shall have a smooth finish and sharp, well-defined lines, and arises.
- C. Machined joints, where required, shall be milled to a close fit. Provide all necessary lugs and brackets so that work can be assembled in a neat, substantial manner.

### **2.04 AGGREGATE FOR UNDERDRAINS**

Aggregate for underdrains shall be washed stone, standard size #67, per Tennessee Department of Transportation specifications.

## **PART 3: EXECUTION**

### **3.01 PREPARATION OF PIPE FOUNDATION**

- A. LINES AND GRADES
1. The pipe foundation shall be prepared to be uniformly firm and shall be true to the lines and grades as shown on the Plans.
  2. Any deviation or field adjustments will require the approval of the Engineer.
  3. When an Inspector is present on the site and is so requested by the Contractor, he shall check the position of grades and lines; but the Contractor shall be responsible for the finished drain line being laid to exact and proper line and grade.

B. PIPE FOUNDATION

1. Whenever the nature of the ground will permit, the excavation at the bottom of the trench shall have the shape and dimensions of the outside lower third of the circumference of the pipe.
2. Care shall be taken to secure a firm bearing support uniformly throughout the length of the pipe. A space shall be excavated under and around each bell to sufficient depth to relieve it of any load and to allow ample space for filling and finishing the joint.
3. The pipe, when thus bedded firmly, shall be on the exact grade. In case the bed shaped in the bottom of the trench is too low, the pipe shall be completely removed from position, and earth of suitable quality shall be placed and thoroughly tamped to prepare a new foundation for the pipe.
4. In no case shall the pipe be brought to grade by blocking up under the barrel or bell of same, but a new and uniform support must be provided for the full length of the pipe.
5. Where rock or boulders are encountered in the bottom of the trench, the same shall be removed to such depth that no part of the pipe, when laid to grade, will be closer to the rock or boulders than six inches (6").
6. A suitably tamped and shaped foundation of suitable earth shall be placed to bring the bottom of the trench to proper subgrade over rock or boulders.
7. Where the foundation material is found to be of poor supporting value, the Engineer may make minor adjustments in the location of the pipe to provide a more suitable foundation.
8. Where this is not practical, the foundation shall be conditioned by removing the existing foundation material by undercutting to the depth as directed by the Engineer, within the limits established on the Plans, and backfilling with either a suitable local material secured from unclassified excavation or borrow excavation at the nearest accessible location along the project, or foundation conditioning material consisting of crushed stone or gravel, or a combination of sand and crushed stone or gravel approved by the Engineer as being suitable for the purpose intended. The selection of the type of backfill material to be used for foundation conditioning will be made by the Engineer.

C. WATER IN TRENCHES

1. The Contractor shall remove all water that may be encountered or that may accumulate in the trenches by pumping or bailing; and no pipes shall be laid until the water has been removed from the trench.
2. The Contractor will not be permitted to drain water through the storm drain within a period of twenty-four (24) hours after the pipe has been laid, and the open end of the pipe in the trench shall be kept closed with a tight-fitting plug to prevent washing of dirt or debris into the line.
3. Water so removed from the trench must be disposed of in such manner as not to cause injury to work completed or in progress.

D. SPECIAL FOUNDATIONS

Whenever the bottom of the trench shall be of such nature as to provide unsatisfactory foundation for the pipe, the Engineer will require the pipe to be laid on timber or concrete cradle foundations. Such foundations whether of single plank, plank cradle, plank cradle supported on piles, or poured concrete cradle, shall be placed by the Contractor; and the Contractor will be compensated for the materials so used.

**3.02 LAYING PIPE**

A. GENERAL

All piping is to be installed in strict accordance with the Manufacturer's recommendations. Installation manuals from various material Suppliers shall be furnished the Engineer for his review and approval prior to installation of any material. The Engineer may augment any manufacturer's installation recommendations, if in his opinion it will best serve the interest of the Owner.

B. LAYING PIPE

1. No pipe shall be laid except in the presence of the Engineer or his inspector, or without special permission from the Engineer. Proper tools, implements, and facilities satisfactory to the Engineer shall be provided and used for the safe and convenient prosecution of pipe laying.
2. All pipe, fittings, valves, and other materials used in the laying of pipe will be lowered into the trench piece by piece by means of suitable equipment in such a manner to prevent damage to the

pipe materials, to the protective coating on the pipe materials, and to provide a safe working condition to all personnel in the trench.

3. Each piece of pipe being lowered into the trench shall be carefully given a final inspection to see that it is clean, sound, and free of defects.
4. It shall be laid on the prepared foundation to produce a straight line on a uniform grade, each pipe being laid as to form a close abutted joint with a preceding pipe, so as to form a smooth and straight inside flow line.
5. Each pipe will be tested for its exact position after it is in its final position.
6. The pipes shall be fitted together in order to ensure sufficient space for joint gaskets, and other jointing material.
7. Pipe shall be removed at any time if broken, injured or displaced in the process of laying same, or of backfilling the trench.
8. When cutting short lengths of pipe, a pipe cutter, as approved by the Engineer, will be used, and care will be taken to make the cut at right angles to the center line of the pipe, or on the exact skew as shown on the Plans. In the case of push-on pipe, the cut ends shall be tapered with a portable grinder or course file to match the manufactured taper.
9. When coupling bands for annular or helical corrugated metal pipe are used, the pipe sections shall be joined and fully bolted so that the circumferential and longitudinal strength will be sufficient to preserve the alignment, to prevent separation of the sections, and to prevent infiltration of backfill material.

### **3.03 BACKFILLING**

- A. The backfill around the pipe shall be placed in layers not to exceed six inches (6") loose and compacted to ninety-five percent (95%) Standard Proctor test for all areas directly beneath subgrade (one hundred percent (100%) for the top two feet (2') of subgrade beneath pavements).
- B. From the bottom of the trench to the centerline of the pipe the backfill material shall be compacted by approved hand tamps. From the centerline of the pipe to the top of the trench other mechanical tamps, as approved by the Engineer, may be used. All backfill material shall have been approved by the Engineer.
- C. Select backfill material shall be used when called for on the Plans. Select backfill shall be transported to the site by the Contractor from outside the

project limits to be used as backfill material. Material excavated in conjunction with the construction of the project is not considered select backfill for payment purposes. The Engineer shall approve the borrow source and all select backfill material. Select backfill shall be high quality clay soil and shall be free of foreign debris such as roots and rock. Stone shall not be acceptable in place of select backfill.

- D. Care shall be taken during backfill and compaction operations to maintain alignment and prevent damage to the joints. Pipe that becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Contractor's operations shall be removed and replaced by the Contractor at no cost to the Owner.
- E. The backfill shall be kept free from stones, frozen lumps, chunks of highly plastic clay, or other objectionable materials.
- F. All pipe backfill areas shall be graded and maintained in such a condition that erosion or saturation will not damage the pipe bed or backfill.
- G. Heavy equipment shall not be operated over any pipe until it has been properly backfilled and has a minimum cover as required by the Plans.
- H. Where any part of the required cover is above the proposed finish grade, the Contractor shall place, maintain, and finally remove such material at no cost to the Owner.

### **3.04 TESTING**

- A. Upon completion, installed lines shall show a full circle of light when lamped between catch basins. This test shall be performed by the Engineer.
- B. Other tests may be required by the Engineer, such as exfiltration. In this event the results shall meet the minimum standards that the Manufacturer states are obtainable.

**END OF SECTION**

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

The work covered by this Section consists of the construction of reinforced concrete or brick masonry inlets, catch basins, junction boxes, and other minor drainage structures, excluding headwalls, together with all necessary metal grates, covers, frames, and other hardware, in accordance with the requirements shown on the Plans and the provisions of these Specifications.

**1.02 QUALITY ASSURANCE**

All precast concrete structures and other fabricated materials shall be provided by Manufacturers with at least five (5) years of experience in the manufacture of similar materials.

**1.03 SUBMITTALS****SHOP DRAWINGS**

The Contractor shall submit at least six (6) copies of shop drawings to the Engineer, including dimensional drawings, materials of construction, catalogue cut sheets, and other pertinent information.

**1.04 DELIVERY, STORAGE, AND HANDLING**

All materials shall be delivered, stored and handled in strict accordance with the Manufacturer's recommendations, and in a manner that preserves the structural integrity of the materials.

**1.05 WARRANTY**

All materials and equipment shall be warranted to be free from defects in workmanship and materials for one (1) year after final acceptance.

## **PART 2: PRODUCTS**

### **2.01 MATERIALS**

#### **A. CONCRETE AND MASONRY**

1. All concrete shall be Class B, 4,000 psi, unless otherwise indicated on the Plans.
2. Where necessary to fit field conditions, the dimensions of the structure and footings shall be varied as directed by the Engineer.

#### **B. FITTINGS AND CONNECTIONS**

1. Where fittings enter the masonry, they shall be placed as the work is built up, thoroughly bonded, and accurately spaced and aligned.
2. Pipe connections shall be cut off flush with the inside wall of the drainage structure and grouted as necessary to make smooth and uniform surfaces on the inside of the structure.
3. Metal frames for grates and covers shall be set in full mortar beds or secured by methods approved by the Engineer.

#### **C. BACKFILL**

After the structure has been completed and all forms, falsework, sheeting, and bracing have been removed, the excavation shall be backfilled with approved material compacted to a density of ninety-five percent 95% Standard Proctor. Backfilling shall not be done until the concrete or brick masonry has cured for at least seven (7) curing days, unless otherwise permitted by the Engineer.

#### **D. PIPE COLLARS AND PIPE PLUGS**

Pipe collars and pipe plugs shall be constructed in accordance with the details shown on the Plans or as directed by the Engineer.

## **PART 3: EXECUTION**

### **3.01 INSTALLATION**

- #### **A.**
- Drainage structures shall be built to the lines, grades, and dimensions as shown on the Plans. The Contractor shall adjust the final grades in the

field as necessary to provide positive drainage to the structures or to match final pavement or grade elevation.

- B. Excavations for drainage structures shall be made with care so as not to disturb the surrounding areas more than necessary. All excavations shall be maintained water free until completion of the drainage structure, including backfilling. The Contractor shall provide adequate pumping capacity as required.
- C. Where the foundation material is found to be of poor supporting value, the existing foundation material shall be removed by undercutting to the depth directed by the Engineer and backfilled with suitable material secured from locations along the project or from a borrow pit. The backfill placed in the undercut area shall be compacted to a degree satisfactory to the Engineer.
- D. For cast-in-place structures, the Contractor shall use care in placing rebar and concrete. Unless otherwise approved, the bottom slabs shall be poured separate from the walls. A minimum of seven (7) curing days shall be provided between completion of pouring the bottom and the walls.
- E. When drainage structures are constructed with concrete brick, only new, sound brick shall be used. Mortar mix shall be mixed on site using an approved mortar mix consisting of Portland cement (Type S) and clean sand. Following construction of the drainage boxes, both the interior and exterior shall be plastered with a minimum one-half inch (1/2")-thick coat of Portland cement and sand mixture.

### **3.02 QUALITY CONTROL AND FIELD TESTING**

The Contractor shall demonstrate to the Owner and Engineer that all drainage structures operate as intended and designed. All drainage structures shall be field tested by the Contractor in the presence of the Engineer prior to final acceptance.

**END OF SECTION**



## **SECTION 02905**

## **RESTORATION OF SURFACES**

### **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 that 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, and curb and gutter.
- C. Any damage to existing structures shall be repaired using materials and workmanship equal to or better than 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 that 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 02931, Seeding, Fertilizing, and Mulching. 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. 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 Section 02931, Seeding, Fertilizing, and Mulching. 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.

C. 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 A concrete on a thoroughly compacted subgrade or mineral aggregate base as shown. Concrete sidewalks shall be no less than four inches (4") thick; if sidewalk to be replaced is greater than four inches (4") thick, the replacement shall be the thickness of the original walk.
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.

D. Driveways:

1. Unpaved driveways shall be surfaced with not less than three inches (3") of mineral aggregate base, topped with three inches (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. Unless otherwise specified, concrete drives shall be replaced with Class A concrete and shall have equal thickness and reinforcing steel to that of the original drive. Prior to placing the concrete, a six-inch (6") layer of compacted mineral aggregate base shall be placed in the drive area.
3. Bituminous or asphaltic concrete drives shall be restored with a six inch (6") layer of compacted mineral aggregate base and a two inch (2") layer of compacted asphaltic concrete surface (hot mix), grading E.

E. Roadway Replacement:

1. Bituminous or asphaltic pavements shall include all areas paved with blacktop; built-up pavements of oil and stone or 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. Unless otherwise noted, in the excavated area, the repair shall consist of a six-

inch (6") aggregate base course, four-inch (4") HB Binder Course, and a two-inch (2") surface course as defined in Section 02575, 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 A concrete and shall have equal thickness and reinforcing steel as the original roadway. A mineral aggregate base layer of six inches (6") compacted thickness 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 TDOT 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, unless otherwise noted.
- F. 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 and provide positive drainage.
- G. Curb and Gutter: Curb and gutter removed with, or damaged as a result of construction operations, or 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 A 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 that 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 the responsibility of the Contractor.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

- A. The work specified in this section shall be considered incidental to the other work in the project and no payment shall be made.

**END OF SECTION**

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

The work of this Section consists of furnishing and placing topsoil for turf areas to be seeded, fertilized, and mulched. No topsoil shall be furnished, nor will be paid for, under this Section until all job stockpiles have been exhausted.

**1.02 SUBMITTALS**

Submit six (6) copies of soil analysis certificates covering grain size and additive recommendations from the State University Agricultural Extension Service or other certified testing laboratory.

**1.03 DELIVERY**

Do not deliver topsoil in frozen or muddy condition.

**PART 2: PRODUCTS****2.01 MATERIALS**

Natural, friable, loamy soil, typical of local topsoil that produces heavy vegetative growth; free from subsoil, weeds, sods, stiff clay, stones larger than one inch (1"), toxic substances, litter, or other foreign material harmful to plant growth; having a pH between 6.0 and 7.0.

**GRADING ANALYSIS**

Sieve	Minimum Percent Passing
2-inch	100
# 4	90
# 10	80

Topsoil shall contain sand, silt, and clay as required by AASHTO M146.

	Minimum Percent	Maximum Percent
Sand	20	75
Silt	10	60
Clay	5	30

## **PART 3: EXECUTION**

### **3.01 PREPARATION**

Do not perform tilling operations when ground is frozen or excessively wet.

### **3.02 INSTALLATION**

- A. Use equipment and methods to prevent damage to existing structures, utilities, lawns, and plantings.
- B. Prior to placing topsoil, shape the subgrade to graded lines and cross- sections to provide for two inches (2") of compacted topsoil. Clear the subgrade of materials larger than two inches (2"). Excavate to depth of twelve inches (12") all areas that have become saturated with oil, gasoline, or bituminous products; backfill with approved material.
- C. After alignment of subgrade, loosen, and till to a depth of six inches (6") by discing, harrowing, rototilling, or other approved methods.
- D. After approval, place and spread topsoil to secure required depth after compaction; rake and remove materials larger than two inches (2"). Compact with approved roller equipment. Finish smoothing even and true to lines and grades indicated.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

Payment for work in this Section should be made as a Lump Sum under "Materials".

**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.
- B. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses or 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 regulations adopted by the Tennessee Department 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 condition 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 Tennessee Department 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 condition before being used.

3. Lime shall be agriculture-grade ground dolomitic limestone. It shall contain not less than eighty-five percent (85%) of the calcium and magnesium carbonates and shall be of such fineness that at least ninety percent (90%) will pass a #10 sieve and at least fifty percent (50%) will pass a #100 sieve.

C. SEED

1. The quality of seed and all operations in connection with the furnishing of this material shall comply with the regulations adopted by the Tennessee Department of Agriculture.
2. Seed shall have been approved by the Tennessee 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 nine (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.
3. 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.
4. 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 twenty-seven (27) seeds of each per pound. No tolerance on weed seed will be allowed.
5. 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.

D. MULCH

Straw mulch shall be threshed straw of oats, rye, or wheat free from matured seed of obnoxious weeds or other species that would grow and be detrimental to the specified grass.

E. TACKIFIER

1. Emulsified asphalt or organic tackifier such as Reclamare R2400 shall be sprayed uniformly on mulch as it is ejected from blower or immediately thereafter.
2. Tackifier shall be applied evenly over area, creating uniform appearance.
3. Rates of application will vary with conditions.
4. 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 unnecessary 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 temporary guards to protect trees and vegetation to be left standing.
2. Provide protection for roots over one and a half inch (1-1/2") diameter cut during construction operations. 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 that 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 materials. It shall also include thorough loosening of the soil to a depth of six inches (6") by plowing, disking, harrowing, or other approved methods until the area is acceptable as suitable for subsequent landscaping operations. The work of landscaping shall be performed on a section by section basis immediately upon completion of earthwork.
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 of the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities that 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 six inches (6") except as otherwise provided below or otherwise directed by the Engineer. Clods shall be broken and the top two to three inches (2-3") 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 a 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.

#### D. APPLICATION RATES

Seed shall be applied by means of a hydro-seeder or other approved method. The rates of application of seed, fertilizer, and limestone shall be as stated below.

##### 1. Lime and Fertilizer

Lime and Fertilizer application rates shall be based on soil test recommendations. Soils with a pH of 6 or higher do not need to be limed. In the absence of a soil test, the following rates of application of limestone and fertilizer shall be:

- a. 1-1.5 tons/acre of ground agricultural limestone on coarse textured soils and 2-3 tons/acre of ground agricultural limestone on fine textured soils; and
- b. 700-1,000 pounds 10-10-10 (N-P<sub>2</sub>O<sub>5</sub>-K<sub>2</sub>O) fertilizer per acre, and the remaining quantity applied when vegetation is three inches (3") in height or forty-five (45) days after seeding, whichever comes first.

##### 2. Mulch

Mulch shall be applied at the following rates per acre:

- a. 3,000-4,000 pounds straw mulch,
- b. 1,500-2,000 pounds wood cellulose fiber;

- c. 35-40 cubic yards of shredded or hammermilled hardwood bark;  
or
- d. 1,200-1,400 pounds of fiberglass roving.

3. Seed

The kinds of seed and the rates of application shall be as prescribed in the Tennessee Erosion and Sediment Control Handbook 4<sup>th</sup> Ed. August 2012 based on Region and site conditions

Temporary Seeding Recommendations for Late Winter Early Spring

<b>Species</b>		<b>Rate (lb/acre)</b>
Rye		120
<b>Seeding Dates</b>		
East TN	Above 2500 feet:	Feb 15-May 15
	Below 2500 feet	Feb 1-May 1
Middle TN		Jan 1-May 1
West TN		Dec 1-Apr 15
<b>Soil Amendments</b>		
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.		
<b>Mulch</b>		
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.		
<b>Maintenance</b>		
Re-fertilize if growth is not fully adequate. Reseed, re-fertilized and mulch immediately following erosion or other damage.		

### Temporary Seeding Recommendations for Summer

<b>Species</b>	<b>Rate (lb/acre)</b>
Oats	60
Brown top millet	30
<b>Seeding Dates</b>	
East TN	May 15-Aug 15
Middle TN	May 1-Aug 15
West TN	Apr 15-Aug 15
<b>Soil Amendments</b>	
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.	
<b>Mulch</b>	
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting or a mulch anchoring toll. A disk with blades set nearly straight can be used as a mulch anchoring tool.	
<b>Maintenance</b>	
Re-fertilize if growth is not fully adequate. Reseed, re-fertilized and mulch immediately following erosion or other damage.	

### Temporary Seeding Recommendations for Fall

<b>Species</b>	<b>Rate (lb/acre)</b>
Oats	30
Winter Wheat	30
<b>Seeding Dates</b>	
East TN	Aug 15-Dec 15
Middle TN	Aug 15-Dec 30
West TN	Aug 15-Dec 30
<b>Soil Amendments</b>	
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.	
<b>Mulch</b>	
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting or a mulch anchoring toll. A disk with blades set nearly straight can be used as a mulch anchoring tool.	
<b>Maintenance</b>	
Re-fertilize if growth is not fully adequate. Reseed, re-fertilized and mulch immediately following erosion or other damage. If necessary to extend temporary cover beyond June 15, overseed with 50 lb/acre crimson clover in late February or early March	

PREFERRED SEED MIXES USING NATIVES OR NATURALIZED PLANTS AND PLANTING DATES				
Zone		Best	Marginal	Preferred Rate/Mix (lb/ac PLS)
Region II	Low maintenance; Slopes and poor, shallow soils			15 Browntop millet* (nurse crop)
				5 Little Bluestem
				2 switch grass
		Aug 25-Sept 15	Sept 15 - Oct 25	2 tall dropseed
		Feb15 - May 30	Mar 21 - May 30	5 sideoats gramma
				2 black-eyed susan
				2 partridge pea
				1 greyheaded coneflower
	Low maintenance; Moderate slopes; soils > 6 in. Depth			15 Browntop millet* (nurse crop)
				5 purpletop
				5 Little Bluestem
		Aug 25-Sept 15	Sept 15 - Oct 25	5 Virginia wild rye
		Feb15 - May 30	Mar 21 - May 30	2 black-eyed susan
				2 partridge pea
	High maintenance			1 greyheaded coneflower
				15 Browntop millet* (nurse crop)
			2 partridge pea	
Aug 30 - Oct 15		Feb 15 - Apr 15	45 Red fescue*	
			45 hard fescue*	
		25 chewing fescue*		
Region III	>2500 ft elevation steep slopes		Aug 15-Aug 30	15 Browntop millet* (nurse crop)
		Mar 20-Apr 30	Mar 1-Mar20	5 purpletop
			Apr 20-Jun15	10 little bluestem
	<2500 ft elevation; steep slopes			10 Indian grass
		Aug 15-Sept 1	Sept 1-Sept 15	2 black-eyed susan
		Mar 1-Apr1	Apr 1- Jun 10	0.5 monarda (bergamot)
				4 Maryland senna
	>2500 ft elevation; shallow soils		Aug 15-Aug 30	15 Browntop millet* (nurse crop)
		Mar 20-Apr 20	Mar 5-Mar 20	4 purpletop
			Apr 20-Jun15	10 little bluestem
	<2500 ft elevation; shallow soils			10 broomsedge
		Aug 15-Sept 1	Sept 1-Sept 15	2 partridge pea
		Mar 1-Apr1	Apr 1- Jun 10	2 black-eyed susan
				0.5 monarda (bergamot)
	>2500 ft elevation; moderate slopes		Aug 15-Aug 30	15 Browntop millet* (nurse crop)
		Mar 20-Apr 20	Mar 5-Mar 20	4 purpletop
			Apr 20-Jun15	10 little bluestem
	<2500 ft elevation; steep slopes			10 Indian grass
Aug 15-Sept 1		Sept 1-Sept 15	2 black-eyed susan	
Mar 1-Apr1		Apr 1- Jun 10	0.5 monarda (bergamot)	
			4 Maryland senna	
>2500 ft elevation; high maintenance		Aug 15-Aug 30	15 Browntop millet* (nurse crop)	
	Mar 20-Apr 20	Mar 5-Mar 20	45 Red fescue*	
		Apr 20-Jun15	45 hard fescue*	
<2500 ft elevation; high maintenance	Aug 15-Sept 1 Mar 1-Apr1	Sept 1-Sept 15 Apr 1- Jun 10	25 chewing fescue*	
Note: above table is referenced from the TN Erosion and Sediment Control Handbook 4th Ed.				

ALLOWABLE SEED MIXES AND PLANTING DATES				
Zone		Best	Marginal	Preferred Rate/Mix (lb/ac PLS)
Region II	Low maintenance; Slopes and poor, shallow soils	Feb 1-Mar 20	Mar 20-Apr 30	80 Pensacola bahiagrass
		Sept 1-Sept 30	Sept 30- Oct 31	30 Bermudagrass (hulled)
				20 Korean lespedeza**
	Low maintenance; Moderate slopes; soils > 6 in. Depth	Apr 1-July 15		15 Kobe lespedeza**
				50 Pensacola bahiagrass
				15 Bermudagrass (hulled)
High maintenance	Apr 1-July 15		30 Korean lespedeza**	
			15 foxtail millet**	
Region III	>2500 ft elevation steep slopes	Apr 1-July 15		40 Bermudagrass (hulled)
			Jul 15-Aug 15	
	<2500 ft elevation; steep slopes	July 25-Aug 15	Aug 15-Aug30	100 KY 31 fescue**
		Mar20-Apr20	Mar 1-Mar 20	20 Kobe lespedeza**
			Apr 20-May 15	10 Korean lespedeza**
	>2500 ft elevation; shallow soils		Jul 25-Aug 15	5 Redtop
		Aug 15-Sept 1	Sept 1-Sept 15	
		Mar 1-Apr 1	Apr 1-May 10	
	<2500 ft elevation; shallow soils		Jul 15-Aug 15	
		July 25-Aug 15	Aug 15-Aug30	40 KY 31 Fescue**
		Mar20-Apr20	Mar 1-Mar 20	10 Korean lespedeza**
	>2500 ft elevation; moderate slopes		Apr 20-May 15	10 Redtop
			Jul 25-Aug 15	10 Crown vetch**
		Aug 15-Sept 1	Sept 1-Sept 15	
	<2500 ft elevation; moderate slopes	Mar 1-Apr 1	Apr 1-May 10	
			Jul 15-Aug 15	
		July 25-Aug 15	Aug 15-Aug30	
	>2500 ft elevation; high maintenance	Mar20-Apr20	Mar 1-Mar 20	60 KY 31 Fescue**
			Apr 20-May 15	15 Korean lespedeza**
			Jul 25-Aug 15	15 Kobe lespedeza**
	<2500 ft elevation; high maintenance	Aug 15-Sept 1	Sept 1-Sept 15	
		Mar 1-Apr 1	Apr 1-May 10	
			Jul 15-Aug 15	
>2500 ft elevation; high maintenance	July 25-Aug 15	Aug 15-Aug30		
	Mar20-Apr20	Mar 1-Mar 20		
		Apr 20-May 15	200 KY 31 Fescue	
<2500 ft elevation; high maintenance		Jul 25-Aug 15		
	Aug 15-Sept 1	Sept 1-Sept 15		
	Mar 1-Apr 1	Apr 1-May 10		

Note: above table is referenced from the TN Erosion and Sediment Control Handbook 4th Ed.

Note: above table is referenced from the TN Erosion and Sediment Control Handbook 4th Ed.

## E. APPLICATION

1. 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.
2. Limestone, fertilizer, and seed shall be applied within twenty-four (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. 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 specific rate of application and then harrowed, raked, or otherwise thoroughly worked or mixed into the seedbed.
4. 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 that require different depths of covering, they shall be sown separately.
5. 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 that 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.
6. When a hydraulic seeder is used for application of seed and fertilizer, the seed shall not remain in water containing fertilizer for more than thirty (30) minutes prior to application, unless otherwise permitted by the Engineer.
7. Immediately after seed has been properly covered the seedbed shall be compacted in the manner and degree approved by the Engineer.
8. 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 that pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed.

9. Such modifications may include, but are not limited to, the following:
  - a. The incorporation of limestone into the seedbed may be omitted on:
    - i. Cut slopes steeper than 2:1;
    - ii. 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or
    - iii. Areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.
  - b. The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.
  - c. 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.

F. MULCHING

1. All seeded areas shall be mulched unless otherwise indicated in the special provisions or directed by the Engineer.
2. Mulch shall be spread uniformly at a rate of two (2) tons per acre in a continuous blanket over the areas specified.
3. Before mulch is applied on cut or fill slopes that are 3:1 or flatter, and ditch slopes, the Contractor shall remove and dispose of all exposed stones in excess of three inches (3") in diameter and all roots or other debris that will prevent proper contact of the mulch with the soil.
4. Mulch shall be applied within twenty-four (24) hours after the completion of the 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.
5. Mulch shall be uniformly spread by hand or by approved mechanical spreaders or blowers that will provide an acceptable application. An acceptable application will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.



6. Mulch shall be held in place by applying a sufficient amount of asphalt or other approved binding material to ensure 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 operation.
7. 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 that may occur.

G. MAINTENANCE

1. The Contractor shall keep all seeded areas in good condition, reseeding and mowing if and when necessary as directed by the Engineer, until a good lawn is established over the entire area seeded. Contractor shall maintain these areas in an approved condition until final acceptance of the Contract.
2. Grassed areas will be accepted when a ninety-five percent (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 that occur shall be regraded and reseeded until a good sod is established.
3. 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.

**END OF SECTION**

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

This Section covers the furnishing of all labor, equipment, and materials necessary for the stabilization of channels or slopes by use of jute thatching. The jute thatching is used in the place of mulch or sod in locations shown on Drawings and in other areas where ordinary seeding methods are ineffective.

**PART 2: PRODUCTS****2.01 MATERIALS**

- A. Lime, fertilizer, and seed shall be applied as required by Section 02931, Seeding, Fertilizing, and Mulching.
- B. Seeding shall be split with half the seed applied before placing the thatching and the remaining half after the thatching is laid.

**PART 3: EXECUTION****3.01 INSTALLATION**

- A. All rocks, clods, and sticks shall be removed from channel or slope and surface shall be smooth in order to provide contact between the soil surface and the thatching.
- B. Thatching shall be laid starting at the top of the channel and unrolled downgrade. When laying in channels, one edge of the strip shall coincide with the channel center. A second strip shall be laid parallel to the first, allowing a two-inch (2") overlap.
- C. The top end shall be buried in a trench a minimum of four inches (4") deep, backfilled and tamped. Reinforce with a row of staples, spaced ten inches (10") apart, driven through the jute about four inches (4") downhill from the trench. The center overlap shall be stapled three to four feet (3- 4') apart. Staple the outer edges similarly after the center has been stapled.

- D. When one (1) roll of thatching ends and another roll begins, the end of the top strip shall overlap the trench where the upper end of the lower strip is buried a minimum of four inches (4") and shall be stapled securely.
- E. Erosion stops shall be formed by burying the ends of both the upper and lower strips in the slit trench and stapling securely with a double row of staples. Spacing of stops shall be one hundred feet (100'-0") maximum.
- F. Thatching shall be rolled at right angle after laying, stapling, and seeding are complete. Perfect contact between the thatching and the soil is vital.
- G. Staples shall be hairpin-shaped wire staples, 8 gauge, eight to ten inches (8-10") in length. Wooden pegs shall not be used.

### **3.02 QUALITY CONTROL**

Contractor shall inspect completed installation to ensure thatching is in contact with soil at all locations and that staples are secure.

## **PART 4: MEASUREMENT AND PAYMENT**

### **4.01 PAYMENT**

Payment for work in this Section should be made as a Lump Sum under "Materials".

**END OF SECTION**