

114 North Commerce Street
Hinesville, Georgia 31313
(912) 368-5664 Office



302 South Zetterower Avenue
Statesboro, Georgia 30458
(912) 355-1046 Office

**MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY**

BID DOCUMENTS

NOVEMBER 2024

**PREPARED FOR
THE CITY OF MIDWAY
41 CHARLIE BUTLER ROAD
MIDWAY, GEORGIA 31320**

2024-104

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ADVERTISEMENT FOR BIDS FOR

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

Sealed bids will be received by the City of Midway at 41 Charlie Butler Road, Midway, Georgia 31320 until 2:00 local time on December 18, 2024, at which time and place they will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

The work to be done consists of the construction of a 500,000 gallon elevated storage tank.

Bids for the complete work in one or more general contracts shall be made on the bid form provided and shall contain prices in words and figures for the work bid. All bids shall be accompanied by a Bid Bond drawn in favor of the City of Midway, in the amount of at least five percent (5%) of the lump sum bid for the complete work; such Bid Bond representing that the Bidder, if awarded the contract will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the Attorney for the City of Midway. Each bond shall be equal to one hundred percent (100%) of the contract amount. The Bid Bond shall be forfeited to the City of Midway as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within ten (10) days after being notified that he has been awarded the contract.

Drawings and Specifications are open to public inspection at the office of the City of Midway and at the offices of T. R. Long Engineering, P.C.

Copies of the plans and specifications must be obtained from T. R. Long Engineering, 114 North Commerce Street, Hinesville, Georgia, 31313, upon receipt of \$150.00. Such fees represent reproduction cost and are non-refundable. Bidders must purchase a Bid Packet to be a registered bidder. Only bids from registered bidders will be opened.

The Owner reserves the right to reject any or all bids and to waive informalities.

INSTRUCTIONS TO BIDDERS

1. **INTENTION**: It is intended that the Project Documents shall cover the complete work to which they relate.
2. **DEFINITION**: Where the following words, or the pronouns used instead occur herein, they shall have the following meaning:

"Owner" shall mean the City of Midway party of the first part to the "Contract Agreement" or its authorized and legal representative.

"Engineer" shall mean **T. R. Long Engineering, P.C** of 114 North Commerce Street, Hinesville, GA, 31313 acting for the Owner or other representative of such party.

"Contractor" shall mean the party of the second part to the following agreement, or the legal authorized representatives of such party.

WORK TO BE DONE: The work to be done consists of furnishing all materials, labor and equipment for construction of **Midway Water Tower for the City of Midway** complete with appurtenances, all as set forth in the Bid, as specified herein, and as shown on the Drawings.

3. **MATERIALS AND WORK BY THE OWNER**: The Owner will neither furnish materials nor perform labor for construction of work under this contract, unless otherwise stipulated elsewhere in the Project Documents.
4. **SITE EXAMINATION**: The Bidder is expected and requested to examine the location of the work, and to inform himself fully as to the structural and mechanical conditions; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed to execute the work; the general and local conditions; and all other matters which can in any way affect the work to be done under the contract.

A sub-surface investigation has not been made on any portion of the work. Rock quantities shown in the Bid are estimated based on results of similar work in the area. The prospective bidder must form his own opinion of the character of the sub-surface materials to be encountered in excavating for and the construction of the various facilities.

5. **BIDS**: All Bids must be made upon the Bid forms provided and shall be for materials and work called for in the specifications and shown for each item in the Bid. The total amount bid for the work in the Bid shall be given in words and figures in the spaces provided. Bid forms shall not be detached from these Specifications. All blank spaces in the bid form shall be filled in with black ink in words and figures. The Certification must be completed and executed when submitted.
 - A. **Unit Price Items**: The itemized quantities given in the Bid for unit price work shall be considered by the Contractor as the quantities required to complete the work. Should the actual quantities required in the construction of the work be greater or less than the quantities shown in the items, an amount equal to the difference in quantities at the unit prices bid for the item will be added to or deducted from the contract price.
 - B. **Lump Sum Price**: Where itemized prices are not given in the Bid, the Contractor shall consider the lump sum prices bid for the work shown on the Drawings and/or specified to be sufficient for completion of his Contract.
 - C. **Total Amount Bid**: The correct total amount bid is defined as the correct sum total of the amount bid for the items in the Bid. The correct amount bid for each unit price item is defined as the product of the quantity listed in the Bid for the item, multiplied by the unit price bid.

D. The bids must be enclosed in a sealed envelope addressed to the City of Midway **and marked "Midway Water Tower for the City of Midway"**. Bids may be submitted intact in this book or may be submitted detached from the book. The sealed bid must contain items listed below. If any item is missing the bid may be considered irregular and bid may not be considered.

1. Completed Proposal Form and Schedule of Items.
2. Completed and executed surety documents.
3. Executed Surety Requirement Form.
4. Completed Statement of Bidder's Qualifications with References.
5. Completed Corporate Certificate Form
6. Completed Illegal Immigration Reform Affidavit for contractor.
7. MWBE Packet if required for bid.

6. RECEIPT AND OPENING OF BIDS: Bids must be filed with the Owner at or before the hour specified in the advertisement, and Bids filed after the specified time will not be considered. Bids sent by mail must be mailed with sufficient time allowed for the bid to reach the Owner prior to the opening of bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject all bids. Any bid may be withdrawn prior to the above 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 sixty (60) days after the actual date of the opening thereof.

Conditional bids shall not be considered.

Bidders are requested to be present at the opening of Bids, which will be in public.

7. BID SECURITY: Each Bid must be accompanied by a certified check or by a Bid Bond in an amount equal to not less than five percent (5%) of the amount of the Bid, to guarantee that the Successful Bidder will, within ten (10) days from the date of the notice of award of contract, enter into an Agreement with the Owner, and execute to the Owner a Performance Bond and Payment Bond, each equal to 100% of the contract amount, the agreement and bonds to be in the form set forth in this Book. If for any reason whatsoever the Bidder withdraws from the competition after the Bid opening time, or refuses to execute the required agreement and bonds, if his Bid is accepted, the Owner may retain the amount of the certified check, or proceed on the Bid Bond. The surety on the Performance Bond and the Payment Bond shall be a surety company authorized to do business in the State of Georgia and shall be countersigned by an agent residing in the State of Georgia. The bonds and surety thereon shall be subject to approval by the Attorney for the Owner.
8. RIGHT TO REJECT BIDS: The Owner reserves the right to reject all bids, and to waive informalities. No bids will be received after the Bid opening time. Unauthorized conditions, limitation, and provisions attached to the Bid, except as provided herein, will render it informal and cause its rejection. Unbalanced bids will be subject to rejection. Any Bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the Bid opening time.
9. TELEGRAPHIC MODIFICATION: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

10. DETERMINATION OF LOW BID: The contract will be awarded, if it is awarded, to the low, responsible, responsive bidder. The Owner will decide which is the low, responsible, responsive bidder. Responsiveness shall be defined by (a) the completeness and regularity of Bid Form, (b) a bid form without exclusions or special conditions, and (c) a bid form having no substitute bids for any items except as allowed under these Specifications. Responsibility will be based on whether the Bidder involved (a) maintains permanent place of business; (b) has adequate equipment to do the work properly and within the time limit established; (c) has suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.
 - A. The Bidder is requested to list prices of at least two manufacturers for each item of major equipment if listed on the Bid form. Use lowest price for base bid. If the make of any item listed in the base bid column does not meet specifications, the next lowest priced make listed for that item which does meet specifications will be used in determining the lowest bid price. If all of the listed makes of the item failed to meet specifications, the bid will be rejected on the grounds that it is nonresponsive.
 - B. The Owner has the right to apply any or all "Deductions or Additions" (if any), listed in the proposal by the Engineer, for the purpose of making an award.
11. RETURN OF BID SECURITY: Owner will, within ten (10) days following the Bid opening, return the Bid security of all Bidders, except the Security posted by the three lowest Bidders; upon the award and execution of the contract, the remaining Bid securities will be promptly returned.
12. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of -the Drawings, Construction Specifications and other documents, and as to the scope of any part of the work, he must submit to the Engineer a written request for an interpretation thereof The person submitting the request will be responsible for its prompt delivery in ample time for an interpretation to be issued before the Bid opening date. Interpretations of the Project Documents will be made only by Addendum; a copy of each Addendum will be mailed or delivered to each person receiving a set of the Project Documents. The Engineer will not be responsible for other interpretations of the Project Documents.
13. COMPLETE WORK REQUIRED: The Construction Specifications, Drawings and all other documents are essential parts of the contract; requirements occurring in one are as binding as though occurring in all. Documents are intended to be cooperative, and to describe and provide for a complete work. In case of discrepancies on the Drawings, figured dimensions shall govern. In case of omissions from the Construction Specifications as to items of equipment, and materials or quantities therefore, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of those magnitudes which would affect the strength, adequacy, function, completeness (and cost of any part of the work, and in ample time for amendment by Addendum prior to the Bid opening date).
14. SUBCONTRACTS: The Bidder's attention is directed to the General Conditions concerning subcontracts. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract.
 - A. Must be acceptable to the Owner. Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such as the Owner may require.
 - B. Must provide insurance equal to that of the bidding contractor. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

15. DRAWINGS: The character, location, and essential details of the work are shown upon a set of Drawings, entitled:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

The Drawings and Specifications shall form a part of the contract for the work. The Drawings shall be supplemented by working drawings as necessary. All authorized alterations affecting the requirement and information given on the Drawings shall be in writing.

16. EXTRA WORK ITEMS IN BID: The Bid contains certain unit price items entitled "Extra Work If Ordered by Engineer". In each of those items, the estimated quantity is based upon the average amount of extra work encountered in a typical job. The stated quantities are not guaranteed to be required or not to be required, but are included in the Bid in order to determine, in advance of construction, the actual low bidder. No work described by those items will be approved for payment without advance authorization by the Engineer.
17. NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:
- A. Inspection and testing of material
 - B. Insurance requirements

18. 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.

19. AUTHORITY TO SIGN: If a Bid is made by an individual, his name and Post Office address must be shown. If made by a firm, or partnership, the name and Post Office address of each member of the firm or partnership must be shown. If made by a Corporation, the person, or persons, signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his or their, authority for signing same, and the names, titles and addresses of the President Secretary and Treasurer, and the Corporate Authority for doing business in this state.

20. WORKING DRAWINGS: Working drawings for any structure shall consist of such detailed plans as may be required for the prosecution of the work but not included in the plans. All necessary working drawings shall be furnished by the Contractor. They shall include shop details, erection plans, masonry layout diagrams, and bending diagrams for reinforcing steel, approval of which by the Engineer must be obtained before any work involving these plans may be performed. Plans for false-work, centering and form work may also be required and such cases shall be likewise subject to approval by the Engineer.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for agreement and conformity of his working drawings with the Drawings and Specifications.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

21. COOPERATION OF CONTRACTOR: The Contractor will be supplied with five (5) copies of the Drawings and Specifications. The Contractor shall have available on the work, at all times, one (1) copy of each of said Drawings and Specifications. He shall give the work the constant attention

necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other contractors in every way possible. The Contractor shall at all times have a Superintendent, satisfactory to the Engineer, capable of acting as his agent on the work, who shall receive instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment and labor as may be required.

22. CONSTRUCTION STAKES: Subsidiary lines and grades shall be laid out by the Contractor from the controlling lines and bench marks furnished by the Engineer or from measurements shown on the Drawings. All lines and grades shall be subject to checking by the Engineer, but this checking shall in no way relieve the Contractor from responsibility for their correctness.

The Contractor shall provide such stakes, materials, and such labor and assistance as the Engineer may require in laying out work, establishing bench marks and checking and measuring the work.

23. AUTHORITY AND DUTIES OF INSPECTOR: Inspectors shall be authorized to inspect all work done and materials furnished, including preparation, fabrication and manufacture of the materials to be used. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract. He may reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

The presence of the Inspector shall in no way lessen the responsibility of the Contractor. The Contractor in no way relieves himself of responsibility for adequacy of the work by following the directives of the Inspector.

24. INSPECTION: The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract. No work shall be done or materials used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.

All materials furnished and work done when not in accordance with the Specifications and Contract will be rejected and shall immediately be removed and other work done and materials furnished in accordance therewith. If the Contractor fails to remove the work and materials as above ordered, within forty-eight (48) hours, then the Engineer shall have the right and authority to stop the Contractor and his work at once and to supply men and material at the cost and expense of the Contractor to remove said work and materials.

25. DEFECTIVE WORK AND MATERIALS: The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective work shall be made good, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed against defects in workmanship or materials for a period of one year after final acceptance.

26. CORRECTIONS: Should any portions of the Drawings and Specifications be obscure or in dispute, they shall be referred to the Engineer and he shall decide as to the true meaning and intent. He shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said Drawings and Specification.

27. DISAGREEMENT: Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the Drawings or Specifications, on any point concerning the

character, acceptability and nature of the several kinds of work, any materials and construction thereof, the decisions of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

28. WEATHER: During unseasonable weather, all work must stop when the Engineer so directs and all work must be suitably protected.
29. RIGHT OF WAY: The necessary land for the construction of the work will be furnished by the Owner. The Contractor is directed to the Owner for right-of-way actually acquired. The Owner will provide no right-of-way over other property. The contractor shall take every possible precaution to inconvenience as little as possible the owners and tenants of adjacent property. Public highways shall not be obstructed in such a way as to cut off traffic. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work. Wholesale cutting of trees on the right-of-way will not be permitted except as necessary for construction.
30. CONSTRUCTION SCHEDULE: A construction schedule showing the work in the order proposed by the Contractor and the time required to complete each phase will be required and shall be submitted to the Engineer for approval. Approval of the construction schedule is required prior to receipt of the notice to proceed. This schedule shall include the dates for beginning and completion of all phases of the work. If, in the opinion of the Engineer, the Contractor falls behind in his schedule or will not be able to complete the project in the time limits, he may require the Contractor to revise his schedule and put additional equipment on the job as so ordered.
31. ORDER OF WORK: The order or sequence of the work shall be as provided herein or as approved by the Engineer, which approval shall in no way affect the responsibility of the Contractor.
32. COMPETENT LABOR: The Contractor shall employ only competent and skilled personnel on the work. The Contractor shall at all times have a Superintendent satisfactory to the Engineer, capable of acting as the Contractor's agent on the work and who shall receive instructions from the Engineer or his authorized representative. The Superintendent shall have full authority to execute the orders and directions of the Engineer without delay, and to promptly supply the materials, tools, plant equipment, and labor as may be required. The Contractor shall upon demand by the Engineer, immediately remove that Superintendent, Foreman, and Workman whom the Engineer may consider to be incompetent or undesirable, or both.
33. LAWS AND REGULATIONS: The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of State and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times himself observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by himself or by his employees.
34. PROTECTIVE WORKS: The Contractor shall furnish and install all necessary temporary works for the protection of the work, including barricades, warning signs, and lights at night.
35. SAFETY AND OSHA REGULATIONS: The performance of work under this Contract shall comply with safety regulations prescribed by the Owner, those of the National Occupational Safety and Health Act of 1970. (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-054), and the requirements of the State where project is located. Each bidder shall satisfy himself as to the character and extent of such regulations.

36. SANITARY REGULATIONS: Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced.
37. STORAGE FACILITIES: Should the Contractor so desire, he may build storage facilities or other structures for housing men, tools, machinery and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.
38. WATER SUPPLY: The water for the Contractor's use shall be supplied by the Contractor. The Contractor shall make his own arrangements for obtaining a water supply for his construction operations.
39. ELECTRIC POWER: The Contractor shall make his own arrangements for electrical power supply for his construction operations.
40. SOIL EROSION: The Contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction.
41. ACCESS ROADS: Streets, roads and drives used by the Contractor for access to and from the site of his work shall be protected from damage in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period.
42. PROGRESS PAYMENT: On or before the 15th day of each calendar month the Owner shall make progress payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, including materials delivered to the site and undelivered specifically manufactured equipment, less retainage as per Paragraph 19 of the General Conditions which is to be retained by the Owner until all work has been performed strictly in accordance with the Contract Documents and until such work has been accepted by the Owner. Progress payment requests from the Contractor shall be submitted to the Engineer for approval on or before the 1st day of each calendar month.
43. ALLOWABLE TIME FOR COMPLETION: The time allowed for completion on all work to be done under this contract shall begin after notification by the Engineer to proceed with the work. Such notification will be issued upon completion of the contract arrangements, and in accordance with approved construction schedule, arranged to be within the contract time for completion. The time allowed for completion of the work is for 270 calendar days.
44. LIQUIDATED DAMAGES: The Contractor shall pay to the Owner as liquidated damages the sum of **FOUR HUNDRED (\$400.00)** dollars for each calendar day that he shall be in default of completing the work in his Contract within the time limit named therein.
45. SALES TAX AND/OR USE TAX: Bidders shall include in amounts bid in the Bid an allowance for payment of state Sales Tax and/or Use Tax on 0 taxable materials specified to be furnished by the Contractor and incorporated into the work under this Contract.
46. CONTRACTOR'S LOCAL OFFICE: The Contractor shall maintain a local office with a telephone in the general area of the work, and will be required to have a responsible representative on call at all times.
47. MUTUAL RESPONSIBILITY OF CONTRACTORS: If, through acts of neglect of the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement of arbitration if such other Contractor or subcontractor shall assert any claims against the Owner, on account of

any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against such claim.

48. EMERGENCY WORK: The Contractor shall at all times (nights, weekends or holidays) have a responsible man available to act in case of emergency repairs who the Owner may contact. Upon notification of emergency work necessary, the Contractor's representative shall immediately take steps to make such repairs.
49. INSURANCE REQUIREMENTS: The Contractor's attention is directed to requirements for insurance coverage as set forth in the General Conditions.
50. FLOOD HAZARD INSURANCE: The Contractor will be required to acquire and maintain during the life of the contract any flood insurance made available under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the contract amount costs, excluding cost of uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less.
51. BUILDING PERMITS AND BUSINESS LICENSE: The Contractor shall be required to obtain applicable Building Permits and Business Licenses as required by Liberty County, Georgia.
52. PAVEMENT MARKINGS: All pavement markings will be completed in accordance with the "Standard Specifications for Construction of Roads and Bridges; as published by The Georgia Department of Transportation. All paint will be in accordance with section 652-High Build Standard and wet weather paint traffic stripe.
53. OPTIONAL ITEMS: Anything that is listed as an optional item within the Schedule of Items may be removed from the contract by the owner or the engineer.

LIBERTY COUNTY, GEORGIA

BID FORM

TO: THE CITY OF MIDWAY
41 CHARLIE BUTLER ROAD
MIDWAY, GEORGIA 31320

Gentlemen:

In compliance with your Notice To Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Midway to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, necessary to complete the work in the manner therein specified within the time specified, as therein set forth, for:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Contractual Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Midway in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within 360 calendar days.

The Bidder declares that he understands that the quantities shown for unit price items, are approximate only, are valid only upon written authorization of the County Engineer, and are subject to either increase or decrease and that should the quantities of any items of work be increased, the Bidder proposes to do the additional at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities, and that actual quantities will be determined upon completion of the work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is an executed Bid Bond or certified check on the (Bank) _____ of
(City, State) _____ for _____ Dollars.
(\$ _____) (Five Percent of Amount of Bid).

If this Bid shall be accepted by the City of Midway and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, within fifteen days from the date of Notice of Award of the Contract, then the City of Midway may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in that attached Bid Bond or certificate check shall be forfeited to the City of Midway as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____

Bidder further declares that the full name and resident address of all persons and parties interested in the foregoing bid as principals are as follows:

By (Signature) _____
Printed Name _____
Title _____

Signed, sealed, and dated this _____ day of _____, 20__.

Bidder: _____ (Seal)
(Company Name)

Bidder Mailing Address:

Phone # _____

By: _____

Title: _____

**Schedule of Items For
Midway Water Tower
For
The City of Midway
TRL Job #: 2024-104**

Item	Description	Quantity	Units	Unit Price	Item Price
1	Clearing and Grubbing	1.00	SUM		
2	Elevated Water Storage Tank (Including Footers)	1.00	SUM		
3	Yard Piping	1.00	SUM		
4	Altitude Valve	1.00	SUM		
5	10" Gate Valve	1.00	EA		
6	12" Gate Valve	1.00	EA		
7	Electrical, SCADA, Grounding and Appurtences	1.00	SUM		
8	Concrete Flumes	1.00	SUM		
9	Chainlink Fence	240.00	LF		
10	Construction Exit	1.00	EA		
11	Silt Fence	400.00	LF		
12	Outlet Protection (Rip Rap)	10.00	SY		
13	Mulching	1.00	AC		
14	Temporary Grassing	1.00	AC		
15	Permanent Grassing	1.00	AC		
16	Mobilization (Max 3%)	1.00	SUM		
GRAND TOTAL					
GRAND TOTAL IN WORDS:					

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bid submitted for construction of the **Midway Water Tower for the City of Midway.**

Full legal name of Bidder: _____

Business Address: _____

Business Phone Number: _____

Bidder is a (check one) Corporation ___ Partnership ___ Individual Proprietorship ___

Other ___ (Specify) _____

Year Organized: _____ Year Incorporated: _____

If Bidder is a partnership, list all names of all partners: _____

How many years have you been in the contracting business under the present firm name?

Credit available for this contract: \$ _____

Contracts now in hand, Gross Amount: \$ _____

Have you ever refused to sign a contract at your original bid? _____

Have you ever defaulted on a contract? _____

Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public)

Sworn to and subscribed before me,

Date: _____

This _____ day of _____, 20__.

Firm Name: _____

By: _____

(Notary Public)

Title: _____

REFERENCES:

Provide references for work completed, minimum of six, three within the last 12 months of similar size and nature. References will afford the owner opportunity to judge as to capabilities and performance of the contractor.

Provide name, brief description, address, phone number and contact person for each project listed. Failure to complete this section in its entirety will be grounds for rejection.

LIBERTY COUNTY, GEORGIA

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said bid in behalf of the Contractor, was then (Title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporations organized under the laws of the State of _____.

This _____ day of _____, 20__.

Signature (SEAL)

LIBERTY COUNTY, GEORGIA

SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the Bid and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for ninety (90) days from the date on which the bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized the City of Midway Purchase Order or Notice of Award, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with the City of Midway to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges the right of the City of Midway to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with the City of Midway as stated in (B) above, within ten (10) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of re-bidding, including all costs related to re-bidding.

COMPANY_____

DATE_____

SIGNATURE_____

TITLE_____

TELEPHONE NUMBER_____

LIBERTY COUNTY, GEORGIA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(hereinafter called the Principal) and _____ (hereinafter called the
Surety), a Corporation chartered and existing under the laws of the State of Georgia with its principal offices
in _____ and authorized to do business in the State of Georgia, are held and firmly
bound unto the CITY OF MIDWAY, GEORGIA in the full and just sum
of _____
Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon
demand of the CITY OF MIDWAY, GEORGIA, to which payment well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and assigns jointly and severally and firmly by these
presents.

WHEREAS, the Principal is about to submit, or has submitted, the CITY OF MIDWAY, GEORGIA, a Bid for
furnishing materials, labor and equipment for:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check
otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal
shall within ten (10) days after receipt of notification of the acceptance, execute a Contract in accordance
with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the
CITY OF MIDWAY, GEORGIA, and execute a sufficient and satisfactory Performance Bond and Payment
Bond payable to the CITY OF MIDWAY, GEORGIA, each in an amount of 100% of the total contract price,
in form and with security satisfactory to said the CITY OF MIDWAY, GEORGIA, and otherwise, to be and
remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any
or all of the foregoing requirements within the time specified above, immediately pay to the CITY OF
MIDWAY, GEORGIA, upon demand, the amount hereof in good and lawful money of the United States of
America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and
sealed this _____ day of _____, 2024.

Surety (SEAL)

Principal (SEAL)

BY: _____

BY: _____

OCCUPATIONAL TAX CERTIFICATE - Vendors/Contractors whose Business is located within the unincorporated area of LIBERTY COUNTY, GEORGIA, or within any of the incorporated areas of the LIBERTY COUNTY, GEORGIA are to submit a copy of the appropriate Business License.

CURRENT OCCUPATIONAL TAX CERTIFICATE NUMBER _____

CITY NUMBER _____

COUNTY NUMBER _____

OTHER _____

SIGNATURE _____

DATE _____

PRINTED NAME _____

LIBERTY COUNTY, GEORGIA

OATH OF SUCCESSFUL BIDDER

Personally appeared before the undersigned officer duly authorized by law to administer oaths and _____ who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented (Company Name) _____ in bidding or procuring a Contract with LIBERTY COUNTY, GEORGIA on the following project:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

and that said _____ has not by (himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induces or attempted to induce another to withdraw a bid for said work.

BY: _____
Signature of Successful Bidder

Name - Printed

Title

Sworn to and subscribed before me this
_____ Day of _____, 20__.

Notary Public

SEAL

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into as of the (Date) _____, 20____, by and between the CITY OF MIDWAY, GEORGIA, (Party of the First Part, Hereinafter called the County) and _____ (Contractor Name) (Party of the Second Part, Hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of _____ (\$_____) and other good and valuable consideration, and under the penalty expressed in Bonds hereto attached, to furnish all equipment, tools, materials skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the base bid proposal made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

The Contractor shall commence the Work with adequate force and equipment within (10) ten days from receipt of Notice to Proceed from the City of Midway County, and shall complete the Work within 270 calendar days.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City of Midway in writing.

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Executed this ____ day of _____, 20__.

LIBERTY COUNTY, GEORGIA

ATTEST: _____
(SEAL) City Clerk, City of Midway

BY: _____
Mayor, City of Midway

CONTRACTOR

ATTEST: _____
(SEAL)

BY: _____

TITLE: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____
Attorney
City of Midway, Georgia

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(hereinafter called the Principal) and _____
(hereinafter called the Surety) are held and firmly bound unto the CITY OF MIDWAY, GEORGIA
(hereinafter known as the Owner), for the use of said oblige and all persons doing work or furnishing skill,
tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in
the full and just sum of _____ (\$ _____)
lawful money of the United States of America, to be paid to said Owner, its successors, and assigns to
which payment well and truly to made we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severely, firmly by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with the said OWNER,
bearing date of _____, 2024, for furnishing material, labor and equipment for:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

WHEREAS, it was one of the conditions of the award by said Owner pursuant to which said Contract was
entered into, that these presents shall be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all
respects fully comply with the terms and conditions of said Contract and his obligation thereunder, including
the Specifications and Bid, therein referred to and made a part thereof, and such alterations as may be
made in said Specifications as therein provided for, and including one-year guarantee period from date of
final acceptance, and shall indemnify and save harmless the Owner against and from all costs, expenses,
damages, injury or loss, to which the said Owner may be subjected by reason of any wrongdoing,
misconduct, want of care or skill, negligence, or default, including patent infringement, on part of said
Principal, his agents, or employees, in the execution or performance of said Contract, and shall promptly
pay all just claims for damages or injury to property and for all work done, or skills, tools, and machinery,
supplies, labor, and materials furnished and debts incurred by said Principal in our about the construction
or improvement contracted for this obligation to be void; otherwise, in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change,
extensions of time, alterations, or additions to the terms of the Contract or to the Work to be performed
thereunder or the Specifications accompanying same shall in any wise affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms
of the Contract or to the Work or the Specifications.

CONTRACT PERFORMANCE BOND

This Bond shall be for the use of all persons doing Work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, and until one year after the final acceptance of the Work by the Owner.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in triplicate, this _____ day of _____, 20__.

CONTRACTOR

(Company Name)

Attest: _____
(Seal)

By: _____

Title: _____

Title: _____

SURETY

(Company Name)

Attest: _____
(Seal)

By: _____

Title: _____

Title: _____

BY: _____
(Local Agent's Signature)

(Name - Printed or Typed)

(Company Name)

(Address)

Executed in Triplicate

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(hereinafter called the Principal) and _____
(hereinafter called the Surety) are held and firmly bound unto the C, GEORGIA (hereinafter known as the Owner), in the full sum of _____ (\$ _____) for the use and protection of said Owner and all subcontractors and all persons supplying labor, materials, and machinery, and equipment for the performance of the Work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into a Contract or Contracts with the said OWNER, bearing date of _____, 20__, for furnishing material, labor and equipment for:

MIDWAY WATER TOWER
FOR
THE CITY OF MIDWAY

WHEREAS, it was one of the conditions of the award by the City of Midway pursuant to which said Contract was entered into, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery, and equipment furnished for the performance of the Work provided for by said Contract, and such alterations or additions as may be made therein or in the Plans and Specifications, then this bond to be void; otherwise, in full force and effect, and

The surety to this bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and alterations or additions to the terms of the Contract or the Work or to the Specifications. It is agreed that this bond is executed pursuant to and in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

PAYMENT BOND

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in triplicate, this _____ day of _____, 20__.

CONTRACTOR

(Company Name)

Attest: _____
(Seal)

By: _____

Title: _____

Title: _____

SURETY

(Company Name)

Attest: _____
(Seal)

By: _____

Title: _____

Title: _____

BY: _____
(Local Agent's Signature)

(Name - Printed or Typed)

(Company Name)

(Address)

Executed in Triplicate

**REQUEST FOR PROPOSALS – MIDWAY WATER TOWER FOR
FOR THE CITY OF MIDWAY**

LIST OF SUBCONTRACTORS

I _____/DO, _____/DO NOT, proposed to subcontract some of the work on this project.
I proposed to subcontract work to the following subcontractors.

(IF NO SUBCONTRACTORS WILL BE USED, PLEASE MARK "N/A" BEFORE RETURNING)

SUBCONTRACTOR NAME	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	PROPOSAL AMOUNT:

PRIME CONTRACTOR NAME: _____

Illegal Immigration Reform and Enforcement Act of 2011

House Bill 87, also known as the Illegal Immigration Reform and Enforcement Act of 2011, was passed during the 2011 session of the Georgia General Assembly and was signed by Governor Nathan Deal on May 13, 2011. The bill, status history, votes, and sponsors, can be viewed on the Georgia General Assembly's website:

<http://www.legis.ga.gov>

All bidders are strongly encouraged to review the contents of this law.

O.C.G.A. §13-10-91(b) (1) states, in part, "A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor attesting to the following:

- A. The affiant has registered with and is authorized to use, and uses the federal work authorization program;
- B. The user identification number and date of authorization for the affiant;
- C. The affiant will continue to use the federal work authorization program throughout the contract period; and
- D. The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B) and (C) of this paragraph."

O.C.G.A. §13-10-91(b) (2) states, in part, "A contractor shall not enter into any contract with a public employer for the physical performance of services unless the contractor registers and participates in the federal work authorization program."

A subcontractor shall not enter into any contract with a contractor unless such subcontractor registers and participates in the federal work authorization program. A subcontractor shall submit, at the time of such contract, an affidavit to the contractor in the same manner and with the same information required in O.C.G.A. §13-10-91(b) (1). It shall be the duty of any subcontractor receiving an affidavit from a sub-subcontractor to forward notice to the contractor of the receipt, within five business days of receipt, of such affidavit. It shall be the duty of a subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Requirements for sub-subcontractors are also contained in this law. The "Illegal Immigration Reform and Enforcement Act of 2011" establishes alternatives to the required affidavits for reporting purposes. Only the authorized alternatives will be considered.

It shall be the duty of the contractor to submit copies of all affidavits, drivers' licenses, and identification cards required pursuant to this subsection to the public employer within five business days of receipt.

Copies of the required affidavits for the contractor, subcontractor and sub-sub contractor are included in the package. **The contractor submitting a bid/proposal for the work covered in these documents is required to supply a fully completed affidavit with the submission of the bid/proposal. Bids received that do not include the required affidavit, or allowed substitution, will not be considered.**

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Midway Water Tower
Name of Project

The City of Midway
Name of Public Employer

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

Executed on _____, 2024 in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the City of Midway has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Midway Water Tower
Name of Project

The City of Midway
Name of Public Employer

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

Executed on _____, 2024 in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of the City of Midway registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Midway Water Tower
Name of Project

The City of Midway
Name of Public Employer

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

Executed on _____, 2024 in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared By



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www.nspe.org

American Council of Engineering Companies
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**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 22. *Engineer*—The individual or entity named as such in the Agreement.
 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
 28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
 29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
 33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
 34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
 36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
 38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
 39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or

chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the

Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and

interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract

Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 - 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety.

The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
- 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

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

- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

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

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

C. *Engineer's Review of Shop Drawings and Samples*

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only

by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange

- to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
 - C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
 - D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
 - E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
 - F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract

Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 *Owner's Representative*
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 *Visits to Site*
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and

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

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract,

tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

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

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the

costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change

Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

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

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be

apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Expenses incurred in preparing and advancing Claims.
 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

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

13.03 *Unit Price Work*

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

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

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

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

15.01 *Progress Payments*

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

Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

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

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents,

or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
 - C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
 - D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
 - E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the

written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS

01. GENERAL CONDITIONS

The "Standard General Conditions of the Construction Contract", Engineers Joint Contract Documents Committee, 2018 Edition, Articles 1 through 18 inclusive, included herein preceding these supplements, is a part of this Contract.

ARTICLE 6 – BONDS AND INSURANCE

Contractor's protective liability insurance, with limits as follows:

Personal injury including death - limits of \$100,000. for each person and \$1,000,000. for each occurrence.

Property damage - \$100,000. for each and \$1,000,000. for the aggregate for operations.

Contractor's public and automobile liability insurance (including contractual liability insurance as applicable to the Contractor's obligations under paragraph 4.18) with limits as follows:

Personal injury including death - limits of \$100,000. for each person and \$1,000,000. for each occurrence.

Property damage - limits of \$100,000. for each occurrence and \$1,000,000. for the aggregate of operations.

- a. Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted.
- b. The policy shall provide completed operations coverage, and such coverage shall be maintained by the Contractor for a period of one year from the date of payment of the final amounts owed the Contractor by the Owner, whichever occurs first.

Owner's protective liability insurance, in the name of the Owner, his professional consultants and their agents as additional insureds under the contractor's general liability insurance policy with respect to the services performed by the Contractor for the Owner, with the following limits:

Personal injury including death - limits of \$100,000. for each person and \$1,000,000. for each occurrence.

Property damage - limits of \$100,000. for each occurrence and \$1,000,000. for the aggregate of operations.

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

15.01 Progress Payments

Add the following sentence as paragraph 5 of Section 15.01 B:

"Each payment request shall be accompanied with record drawings showing as-built conditions of all work requested during the pay period.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

- 17.01 B Any dispute arising under this agreement shall first be resolved by utilizing non-binding mediation, however, should the dispute not be resolved by this method it shall be heard in the Superior Court of the County in which the owner resides, and the parties consent to jurisdiction and venue in that Court. The parties waive any defense they may have to lack jurisdiction or improper venue and agree to have all disputes resolved in the Superior Court of the County in which the owner resides.

Section 3 Clause of the Urban Development Act of 1968

1.) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3.) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5.) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

- ...American Indian or Alaskan Native
consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.
- ...Black
consisting of all persons having origins in any of the Black racial groups of Africa.
- ...Asian or Pacific Islander
consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.
- ...Hispanic
consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.
- ...Cape Verde an
consisting of all persons having origins in the Cape Verde Islands.
- ...Portuguese
consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending; subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

- 1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ (Company)

Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

By: _____

Date: _____

Title: _____

FEDERAL LABOR STANDARDS PROVISION
Georgia Community Development Block Grant

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1.(i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, US. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to

pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the US. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performs. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer

be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounded for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of a labor standards provision of this contract shall to be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the US. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the US. Criminal Code, 18 U.S.C. 1001. Additionally, US. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of

...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation:** liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages:** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**ACCEPTABLE ALTERNATE WORK SHEET FOR CONTRACTOR CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION (LOWER-TIER PARTICIPANT) FOR HUD PROGRAMS**

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower-Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24.510(b).

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that 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. Further, the Participant provides the certification set out below.
2. 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.
3. Further, the Participant 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.
4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant 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.
5. It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor Name _____ Date _____
Title _____ Address _____
City _____ State _____ Zip _____

NON-CERTIFICATION:

As the prospective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor Name _____ Date _____
Title _____ Address _____
City _____ State _____ Zip _____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

- 1.) The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 4C CFR 15.20.
- 2.) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- 3.) The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4.) The Contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

"General Decision Number: GA20240300 01/05/2024

Superseded General Decision Number: GA20230300

State: Georgia

Construction Type: Heavy

Counties: Liberty and Long Counties in Georgia.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUGA2017-015 04/15/2021

	Rates	Fringes
CARPENTER.....	\$ 24.34	4.53
CEMENT MASON/CONCRETE FINISHER...	\$ 21.40	4.25
ELECTRICIAN.....	\$ 23.67	8.02
LABORER: Common or General.....	\$ 14.09 **	2.80
LABORER: Pipelayer.....	\$ 16.50 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.45	3.35
OPERATOR: Bulldozer.....	\$ 16.29 **	0.00
OPERATOR: Crane.....	\$ 25.45	0.00
OPERATOR: Loader.....	\$ 17.01 **	4.32
OPERATOR: Roller.....	\$ 11.89 **	0.00

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION"



WHITAKER

LAB & ENGINEERING

Geotechnical Engineering Report

Proposed 500K Gallon Elevated Water Tank

Charlie Butler Road

Midway, Georgia

October 23, 2024

Project No. 10-23-24-1

Prepared For:

TR Long Engineering

Hinesville, GA

Prepared By:

Whitaker Laboratory, Inc.

Savannah, Georgia



2500 Tremont Road • Savannah, Georgia 31405
912.234.0696 • www.whitakerlab.net

October 23, 2024

TR Long Engineering, P.C.
1000 Towne Center BLVD, Suite 304
Pooler, Georgia 31322
Office (912) 335-1046

Attention: Mr. Andrew Grimes
agrimes@trlong.com

Referencing: Report of Geotechnical Evaluation Services
Proposed 500K Gallon Elevated Water Tank
Charlie Butler Road
Midway, Georgia
Project No. 10-23-24-1

Dear Andrew:

As requested, WHITAKER LABORATORY, INC. has conducted a geotechnical evaluation for the 500K gallon elevated water storage tank that is planned for construction at the above referenced site. Authorization to perform this evaluation was provided by your acceptance of our proposal dated September 16, 2022. Our findings and recommendations for design and construction are attached and it is important that you read the report in its entirety.

It is a pleasure to provide our services to you and we look forward to further opportunities to assist you on this and other projects.

Respectfully submitted,
WHITAKER LABORATORY, INC.

A handwritten signature in blue ink, appearing to read "Jason H. Follo".

Jason H. Follo, P.E.
Vice President & Chief Engineer
GA #31031



Blake L. Jones, PE
Project Engineer
GA #44657



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REPORT OF GEOTECHNICAL EVALUATION

Proposed 500K Gallon Elevated Water Tank Charlie Butler Road, Midway, Georgia

I. INTRODUCTION / SCOPE

WHITAKER LABORATORY, INC. has completed an evaluation of the surface and subsurface conditions at this site. The preliminary conditions found, and how those conditions could affect the design and construction of foundations for the structures planned, form the basis for this report. Regardless of the thoroughness of any geotechnical evaluation, there are limitations, and deviations from the conditions found in this evaluation could be subsequently disclosed. We recommend that this report be provided to all parties involved in the planned development to include but not necessarily limited to the Owner, Architect, Design Engineers, General Contractor and sub-contractors. Unanticipated circumstances often arise during sitework, earthwork and foundation construction. Accordingly, we recommend that our firm be retained to provide the construction surveillance, inspection, and testing on the project, thereby being readily available to assist in the evaluation of any conditions encountered that differ from those anticipated.

The site resides on Charlie Butler Road in Midway, GA. We understand construction on this site will consist of a new 500,000 gallon elevated water storage tank structure. In an effort to evaluate subsurface soil conditions and their impact on the design and construction of the planned tank structure, a total of one soil test boring and two cone penetration test soundings were performed.

The soil test boring and cone penetration test soundings were advanced within the planned construction area extending to depths ranging from 42 to 60 feet below the ground surface.

Please note that this evaluation only applies to the foundations planned for construction. This evaluation does not apply to any future improvements, which may be made to the site. In particular, if at any time should additional fill be placed, adjacent to or nearby the structures referenced in this report, additional geotechnical borings and a follow up geotechnical analysis will be required. Standard billing rates will apply for this work.

II. EXECUTIVE SUMMARY

The following recommendations shall be considered a summary of the recommendations contained within this report and utilized as such. This report shall be read in its entirety.

- Near surface soil conditions can be made suitable for support of the planned elevated water storage tank structure utilizing conventional shallow spread footing foundation elements if our foundation loading and site grading assumptions are not exceeded (maximum 400 kip column loads) and the recommendations contained within this report are followed & verified during construction.
- If column loads for the elevated water storage tank structure exceed 400 kips per column, the elevated water storage tank structure shall be supported on a deep pile foundation system to mitigate potentially damaging settlement occurring to the structure. Based upon the soil conditions encountered on this site and our experience in the area, driven pre-stressed concrete (PSC) piles are recommended.

At any time, we will be glad to discuss the contents of this report. This includes insuring that you fully consider potential problems for design and construction procedures in respect to interpretations of the data.

III. PROJECT INFORMATION & DESCRIPTION

We are assuming the following:

- Regardless of the foundation system utilized for support of the structure, finished grade elevations for the ground surface will not reside more than one foot above existing grade elevations within and/or surrounding the elevated water storage tank pad area.
- If shallow spread footing foundation elements can be utilized for support of the structure (less than 400 kips column loads), bottom of shallow spread footing foundation elements will not reside deeper than 5 feet below existing grade elevations.

If our assumptions are incorrect, we should be contacted immediately, provided the correct information and allowed an opportunity to change and/or modify the recommendations contained within this report if necessary.

We have provided foundation recommendations for the following foundation loading scenarios:

1. Shallow spread footing foundation elements can be utilized for support of the structure if column loads do not exceed 400 kips per column.
2. A deep pile foundation system shall be utilized for support of the structure if column loads exceed 400 kips per column.

IV. SITE LOCATION & DESCRIPTION

Item	Description
Location	Charlie Butler Road, Midway, GA
Existing Structures	None within planned tank pad area
Current ground cover	Wooded and open grassed areas
Existing topography	Generally flat

At the time of our site visit, a portion of the tank pad area was wooded. Pathway clearing was performed to access portion of the planned construction area. Ground surface topography was generally flat. The ground surface was stable to our rubber tire truck mounted drilling equipment.

V. AREA GEOLOGY

This project is located in Midway, Georgia. This overall project area resides along the eastern edge of the South Atlantic Coastal Plain. In South Carolina and Georgia, this broad, gently sloping region extends southeastward from the Fall Line (Chesterfield - Columbia - Augusta - Macon - Columbus) to the Atlantic Ocean. The soils encountered are sedimentary in origin, and consist of layered marine deposits of sands, silts, and clays. These deposits have since been subjected to successive erosion and re-deposition, by fluctuations of sea levels, storm tides, and winds. Many of the surface sands are the result of depositional forces along ancient beaches, which formed during the changing shoreline and river conditions. Intermittent deposits of shells occur within the strata at irregular intervals. The surface soils in a majority of this Coastal Plain area were deposited during the Pleistocene Era, however surface soils near the coast are likely of the Holocene Era.

VI. TEST BORINGS AND SUBSURFACE CONDITIONS

The field exploration to determine the characteristics of the subsurface materials included a reconnaissance of the project site, the drilling of exploratory borings and the advancement of an electronic cone penetrometer.

Standard penetration test borings were performed using rotary head drilling equipment and advancing hollow stem augers. Sampling and Standard Penetration Testing, (SPT), was performed in accordance with ASTM D-1586. SPT samples were taken at 2.5-foot intervals of depth for the first 10 feet, and at 5.0-foot intervals thereafter. Standard Penetration Testing is done with a 140-pound hammer falling 30 inches and a 2-inch diameter sampling spoon.

The electric cone penetrometer is utilized to perform Cone Penetration Testing (CPT). An electric cone attached to the end of a series of rods is pushed into the ground at a constant rate and nearly continuous measurements are made of the resistance to penetration on the cone. Load cells (bonded strain gauges) build inside the electronic cone record end bearing, q_c , and friction sleeve stress, f_s as the cone is being pushed into the ground.

Both the Cone Penetration Test (CPT), and the results of the Standard Penetration Testing (SPT N values) provide an indication of the relative consistency, density and in-situ strengths of the tested soils.

Soil samples from SPT testing and from the auger cuttings have been used for identification and visual classification. The subsurface stratification and the profile as presented in the boring logs, represent approximate boundary lines between the strata and materials encountered. These boundary lines are usually gradual and not clearly defined, and it is sometimes difficult to record changes in stratification precisely. It should be noted that underlying soil conditions can, and do, vary considerably within short lateral distances. It is possible that conditions may be revealed between boring locations that are different from those found by our borings and used for our analysis.

Soil behavior types identified within CPT logs are generated from the data collected during the CPT test and are based upon the soil classification chart for standard electronic friction cone (adopted from Robertson and Campanella UBC - 1983). The chart can be viewed within Appendix IV of this report.

The approximate locations of SPT borings and CPT tests are shown on the attached BORING LOCATION PLAN. Our field crews based on landmarks and features available at the time of work have estimated the test locations in the field. If the precise test locations are critical, this can be determined by employing a land-surveying firm to plot the true locations. Such survey should be completed promptly and before any disturbance to the area has occurred. If desired, WHITAKER LABORATORY, INC. will be glad to coordinate surveying arrangements for an additional fee.

Below approximately 6 inches of organic topsoil (SM-PT), the near surface soils on this site predominately consist of loose to firm sandy soils extending to depths reaching 3 to 4 feet below existing grades. Below the surface sand, stiff to hard sand clays and clays (SC, SC-CL and CL) were generally encountered extending to depths reaching 10 feet below the ground surface. Below 10 feet, firm to loose sands (SP, SP-SM and SM) were predominately encountered extending to depths reaching 20 feet below the ground surface. Soft to hard sand clays and clays were encountered at depths ranging from 20 to 47 feet below the ground surface. Below 47 feet, dense sands were encountered extending to the termination depth of the deepest boring at 60 feet below the ground surface.

The above description of the subsurface profile should be considered a general description intended to highlight the major strata encountered. More detailed profiles can be observed within the attached logs. Please note that sounding & boring logs are only representative of their location. Stratification transitions should be expected to occur outside and between boring/sounding locations. Taking into account that sampling was not performed on a continuous basis within the soil test boring, lines drawn representing elevations of stratification changes shown on the soil test boring log were estimated.

VII. GROUNDWATER TABLE

The apparent groundwater table was measured at boring location B-1 at the time of boring. Groundwater levels were also estimated from porewater pressure measurements at CPT sounding locations at the time of testing. Groundwater levels appeared to reside 6.5 feet below the ground surface at the time of testing. The groundwater elevation can be expected to fluctuate with the season of the year, surrounding ground surface conditions, and with recent rainfall amounts. Thus, groundwater elevations shown on the boring logs should be considered valid only for the date of observation. We have addressed groundwater concerns within the Earthwork and Foundation Design Considerations section of this report.

VIII. SEISMIC SITE CLASSIFICATION AND COEFFICIENTS

Liquefaction Potential:

Whitaker Laboratory, Inc. performed a liquefaction analysis on the soils encountered within B-1. Liquefaction typically occurs when very loose to loose non-cohesive soils encountered below the groundwater table experience a significant loss of shear strength due to the increase in porewater pressure resulting from seismic vibrations.

The design earthquake utilized in our analysis (Charleston, SC earthquake with magnitude 7.3 and a 2% probability of exceedance in 50 years) yielded peak horizontal ground surface accelerations of 0.19g on this site. Based upon the design earthquake and characteristics of subsurface soils, the liquefaction analysis indicated that the encountered sand stratifications present below the groundwater table have slight potential to liquefy during the design seismic event (approximately ¼ of an inch). Liquefaction induced settlement of this magnitude should not be of concern in the design of the structure.

Seismic Parameters:

This site is defined as a Site Class "D". The classification is determined by average soil properties in the top 100 feet of the soil profile, including standard penetration test N values, shear wave velocities, in-situ shear strengths and moisture contents, as specified by IBC 2012/15 & ASCE 7-10.

$$\begin{aligned}S_s &= 0.231 \\S_1 &= 0.093 \\S_{MS} &= 0.369 \\S_{M1} &= 0.223 \\S_{DS} &= 0.246 \\S_{D1} &= 0.149\end{aligned}$$

A summary report is attached in Appendix III of this report. If the size and/or design of this structure justifies additional investigation, a Site Specific Geotechnical Investigation and dynamic site response analysis shall be performed. Our firm has the ability to provide our clients such testing and evaluation, and we will be available to discuss the cost, and potential benefit, if any, of such if you desire.

IX. EARTHWORK AND FOUNDATION DESIGN CONSIDERATIONS

Earthwork:

- Whitaker recommends establishing drainage on this site before earthwork and/or foundation construction operations beginning.
 - The ground surface shall be graded to shed surface water away from structural areas at all times.
 - Temporary drainage ditches (with sump pits with pumps) may be required to remove water collecting in bottom of excavations due to perched groundwater conditions (clay underlined by thin sandy surface stratum).

- Although dewatering techniques consisting of well point systems, sump pits with pumps, and/or drainage ditches are typically effective methods to lower groundwater, the means and methods for temporary dewatering (if deemed necessary) should ultimately be the responsibility of the contractor.
- Once on-site drainage is established, all structural areas on site (plus 10 feet outside the perimeter) shall be stripped of all unsuitable organic materials (organic surface soils, stumps, roots etc.). Stripping shall be expected to extend 6 inches (or more) below existing grades to effectively remove all unsuitable surface organic soils.
- After stripping, exposed subgrade soils at this elevation shall be assessed for residual organic matter and stability prior to placement of backfill and/or fill. Exposed subgrade soils that still contain organics and/or are not stable enough to support compaction efforts of the first 12-inch loose lift of sandy backfill/fill soil shall be stabilized prior to backfill placement.
- Stabilization shall consist of further undercutting to a competent material and backfilling with an approved compacted material.
- Backfill and fill material should consist of coarse-grained soil classified as SW, SP, or SM-SP with a maximum of 15% passing a #200 sieve. All fill and backfill shall be placed and compacted in strict accordance with the requirements of the SITE WORK section that follows.
- This report assumes that finished grade elevations for the ground surface will reside a maximum of 1 foot above existing grade elevations.

Foundations:

Shallow Spread Footing Foundation Elements: (Elevated Water Tank Structure having less than 400 kip column loads)

After the above earthwork is completed and verified, excavation for footings can begin. Bottom of footing excavations should be thoroughly compacted to meet or exceed 95% of the soils modified proctor maximum dry density in accordance with ASTM-D-1557. Footing inspections shall also be conducted by performing dynamic cone penetrometer testing within hand auger holes to minimum depths of 4 feet below bottom of footing elevations. Subsurface bearing soils deemed unsuitable based upon dynamic cone penetrometer testing or visual classification should be undercut to a competent material and backfilled with an approved compacted material.

If footings require undercutting due to soft/unsuitable soils, backfill shall consist of compacted, graded aggregate base (GAB) material.

Individual spread footings could be designed to bear in compacted and approved in-situ or backfill soil, as outlined above and soil bearing pressures of 2,500 psf may be used. Any individual or strip footing should have a minimum plan dimension of 5 feet. We are assuming bearing elevations for footings will reside a maximum of 5 feet below existing grade elevations.

If the above recommendations are performed and verified, tolerable long term overall and differential settlements on the order of one inch and one-half inch respectively or less should be expected due to assumed foundation loads and minimal fill heights.

Lateral loads can be resisted by passive earth pressure due to compacted structural fill placed against the sides of the footings. The upper 1-foot of resistance should be neglected unless the fill is confined by a pavement or floor slab. A soil unit weight of 110 pcf and passive earth pressure coefficient of 1.0 can be utilized in the analysis. Additionally, a friction coefficient of 0.3 between the concrete footings and underlying soil can be used in combination with passive earth pressures to resist lateral loads. The coefficient of friction should be applied to dead normal loads only.

*Deep Pile Foundation System:
(Elevated Water Tank Structure having column loads exceeding 400 kips per column)*

Foundation loads exceeding 400 kips per column are anticipated to cause potentially damaging settlement to the elevated water tank structure if supported on conventional shallow spread footing foundation elements. In an effort to mitigate damaging settlements, the elevated water tank structure shall be supported on a deep pile foundation system if column loads exceed 400 kips per column. Based upon the soil conditions encountered and our experience in the area, driven pre-stressed concrete (PSC) piles are recommended.

Pile Type	Length of Penetration	Capacity:	(axial)	(Uplift)	(Lateral)
14" Pre-Stressed Concrete	*50 - 55 feet		85 tons	10 tons	8 kips

*50 - 55 feet below original ground surface elevations

Piling General Notes:

- Piles should be precast, a minimum of 14 inches square, and adequately reinforced to withstand all handling and driving stresses.
- Concrete should have a minimum 28-day compressive strength of 5000 psi.
- Pile capacities provided above are considered allowable design load carrying capacities.
- Lateral capacities provided are for loads applied at the ground surface (assuming a “free head” condition) producing deflections approximating ½ of an inch also at the ground surface. Any fixity afforded at the pile top by embedment in a concrete pile cap will reduce both the deflection and the bending moment.
- If pre-drilling is deemed necessary, pre-drilling shall not extend past 10 feet below the original ground surface elevation and the pre-drill shall have a maximum diameter of 14 inches. If pre-drilling is performed, pre-drilling shall be performed at PDA test pile locations.
- At least 2 PDA test piles shall be driven prior to ordering production piles. PDA piles should be long enough to penetrate at least 55 feet below existing grades and have at least 5 feet sticking up out of the ground. PDA test piles could be driven in permanent pile locations.
- GRLWEAP analysis shall be performed on the pile driving system and submitted to the engineer for approval prior to the performance of PDA testing.
- PDA testing report shall provide driving criteria for production piles and should also provide recommended order lengths for production piles.
- Regardless, piling contractor will be responsible for ordering piles of proper length, as well as, (1) cutting off piles not driven to grade and (2) extending piles driven below cut-off elevation.
- Unanticipated circumstances often arise during pile installation. We recommend that our engineers be retained to provide on-site installation surveillance, inspection, and testing, thereby being readily available to assist in the evaluation of any events or conditions encountered, that differ from those anticipated.
- Whitaker Laboratory, Inc personnel should maintain installation records to include GRLWEAP Analysis, PDA testing results, PDA report and production pile installation records.

Nearby structures may be at risk of potential vibration damage from pile driving operations. Whitaker recommends performing vibration monitoring services during PDA testing services (installation of first 2 piles) and during production pile driving. If deemed necessary to reduce vibrations to acceptable levels, predrilling and/or use of reduced driving energy in the upper strata could be performed and implemented into the driving criteria for production piles.

X. SITE WORK RECOMMENDATIONS

We will be pleased to discuss these recommendations with the owner and the site work contractor selected to do the work. We believe it will be beneficial to the project, for the owner and the contractor to have a clear understanding of our recommendations.

1. Prior to construction, all building areas, plus at least 10 feet on each side and all areas to be paved, should be stripped of all vegetation, topsoil and root systems. Site drainage during construction should be considered prior to this clearing and stripping. Preventing the ponding of storm water is of particular importance.
2. Topsoil, organics, root-mat and other surface materials will likely vary across the site. Individual test borings may not accurately reflect the presence of, or the thickness of such materials due to site variability and/or surfacing clearing to facilitate access for drilling equipment. Site clearing and grubbing, when unsupervised, and particularly in areas of wet soils and times of wet weather, may push organic debris into otherwise stable soils. Undercutting and clearing with a track hoe in lieu of bulldozers can minimize this.
3. Any stump holes or other depressions should be cleared of loose material and debris, and should then be back-filled with approved fill. The backfill should be placed in 6-inch thick lifts and compacted to 95% density in accordance with ASTM D-1557.
4. Any existing utilities that underlie the site should be relocated and their trenches back-filled with approved soil. The backfill should be placed in 6-inch lifts and compacted to 95% density according to ASTM D-1557.
5. Prior to fill placement, the subgrade should be proof rolled with a loaded dump truck to locate unstable or soft areas. Any unstable areas should then be investigated to determine the cause of the instability. If due to unsuitable soils, such as highly organic soils or soft clays, the areas should be undercut to firm soil and replaced with approved fill compacted in 6-inch lifts to minimum density of 95% in accordance with ASTM D-1557. If the instability is due to excess moisture in otherwise stable soil, the area should be drained and compacted to 95% density.

6. Any fill or backfill required to level or raise the site should be placed in 8 to 10 inch thick, loose lifts and compacted by appropriate compaction equipment to 95% density in accordance with ASTM D-1557.
7. All of the fill and backfill (including utility line backfill) for this project should consist of clean, free draining granular soils. The fill should be free of objectionable roots, clay lumps, organics and other debris. The fill should be readily compactable during placement. Soils classified as SW, SP, SP-SM or SM with a maximum of 15% passing a #200 sieve may be acceptable. Soils with the minus #200 fraction classified as MH, CH, OH, ML, CL or SC may be rejected. Soils with a maximum plasticity index of 25 and a maximum liquid limit 40 may be acceptable for use only beneath building pads which are situated well above the groundwater table with approval from the geotechnical engineer. Soils classified as SC or CL, exhibiting moisture sensitivity, soils with excessive clay content, or excessive moisture should not be used without approval from the geotechnical engineer. Approved sands will also need to be moisture conditioned as necessary to facilitate proper compaction throughout its entire depth. If utility trenches cannot be sufficiently dewatered to readily allow compaction of the specified pipe bedding material, then a class I (ASTM-D-2321) gravel or gravel mixture will be required.
8. To assist in reducing moisture beneath the structure, and to reduce the potential for mold growth, the site shall be graded and filled as necessary to direct drainage away from the structure. If sub drains are installed, these alone may not prevent moisture vapor beneath the structure that can cause mold growth. (Also refer to paragraph 10 below). Care must be taken to not place concrete on top of wet soils. For example, if fill or natural soils experience heavy rain, the soils should be properly drained and dried, prior to placement of concrete. Otherwise moisture migration through the slab will occur.
9. Compact all footing excavations and slab subgrades to a minimum density of 95% in accordance with ASTM-D-1557, prior to placement on concrete. The footing excavations, and all prepared slab subgrade, should be maintained in a dry and compacted condition until the concrete is placed. Areas that are softened by water or that are disturbed by construction activity should be re-worked, re-compacted, or appropriately repaired to the required bearing and density. If necessary, stone backfill or other corrective measures may be implemented to stabilize footings.
10. All slabs-on-grade should be supported on a minimum of 4-inches of granular, free-draining gravel or coarse sand to reduce moisture migration by capillarity. A vapor retarding membrane, overlying this granular base, is recommended to further reduce moisture migration into finished areas of the structure. Note that the use of these measures will not totally prevent moisture under or on top of slabs or beneath structures. (Also refer to paragraph 8 above).

11. Any footing excavations that are directly adjacent to the existing foundations should be done in small increments to avoid undermining them and causing a loss of support to the existing structure. If necessary, the excavations should be sheeted and braced or grouting should stabilize the soil in the immediate area.

XI. QUALITY CONTROL AND TESTING

Documented inspections and/or testing performed by Whitaker Laboratory personnel, at the following critical milestones during construction, will be required for the recommendations contained within this report to be validated:

Site Work:

1. After stripping: inspect for remnant organics and verify exposed subgrade soils are stable and acceptable for successful compaction of first lift of backfill/fill placement.
2. During backfill and/or fill placement: Perform density testing on each lift of compacted soil.

Water Tank - Shallow Spread Footings (less than 400 kip column loads):

- After excavation and compaction of soils contained within the bottom of footing excavations: Perform footing inspections incorporating DCP testing. Provide recommendations for bearing subgrade improvement if deemed necessary.
- Footing inspections shall also be conducted by performing dynamic cone penetrometer testing within hand auger holes to minimum depths of 4 feet below bottom of footing elevations. Subsurface bearing soils deemed unsuitable based upon dynamic cone penetrometer testing or visual classification should be undercut to a competent material and backfilled with an approved compacted material.
- If footings require undercutting due to soft/unsuitable soils, backfill shall consist of compacted, graded aggregate base (GAB) material.

Water Tank - Pile Foundations (400+ kip column loads):

- Document and observe at least 2 PDA test piles and perform vibration monitoring services during PDA testing. Provide recommendations for final production pile lengths and driving criteria for production piles.

- Perform Vibration monitoring services during production pile advancement (if deemed necessary from vibration data collected during PDA testing) and document installation of production piles meets criteria outlined in the PDA report.

At the appropriate time, please contact Whitaker Laboratory, Inc. for budgetary and scheduling purposes for the performance of the above required inspection and testing services.

We further offer concrete, asphalt, masonry, and structural steel inspections and testing. Whitaker Laboratory, Inc. also performs observational services for mold mitigation, including observation of installation of vapor retarding membranes, subdrains, overall site drainage, and regularly scheduled observations after construction of site and landscape drainage, and monitoring of humidity and moisture in slabs and basement walls.

XII. QUALIFICATIONS OF REPORT

Any recommendations or opinions offered in this report are based on our interpretation of the data obtained from this investigation. It should be noted that underlying subsurface and soil conditions can, and do, vary considerably within short lateral distances. Regardless of the thoroughness of any subsurface investigation, it is possible that conditions may be revealed between boring locations that are different from those found by our borings and used for our analysis. For this reason, we recommend that the site preparation and foundation construction for this project be monitored closely. If deviations of the soil conditions from those presented in this report appear, we will be glad to furnish any additional analyses and recommendations that may be required.

This report was made to investigate subsurface properties of the site and is not intended to serve as a wetlands survey, toxic mold assessment, or environmental site assessment. No effort has been made to define, delineate, or designate any area as wetlands or an area of environmental concern or contamination. Any references to low areas, poorly drained areas, etc. are related to geotechnical applications. Any recommendations regarding drainage and earthwork are made on the basis that such work can be permitted and performed in accordance with the current laws pertaining to wetlands, storm water runoff, and environmental contamination.

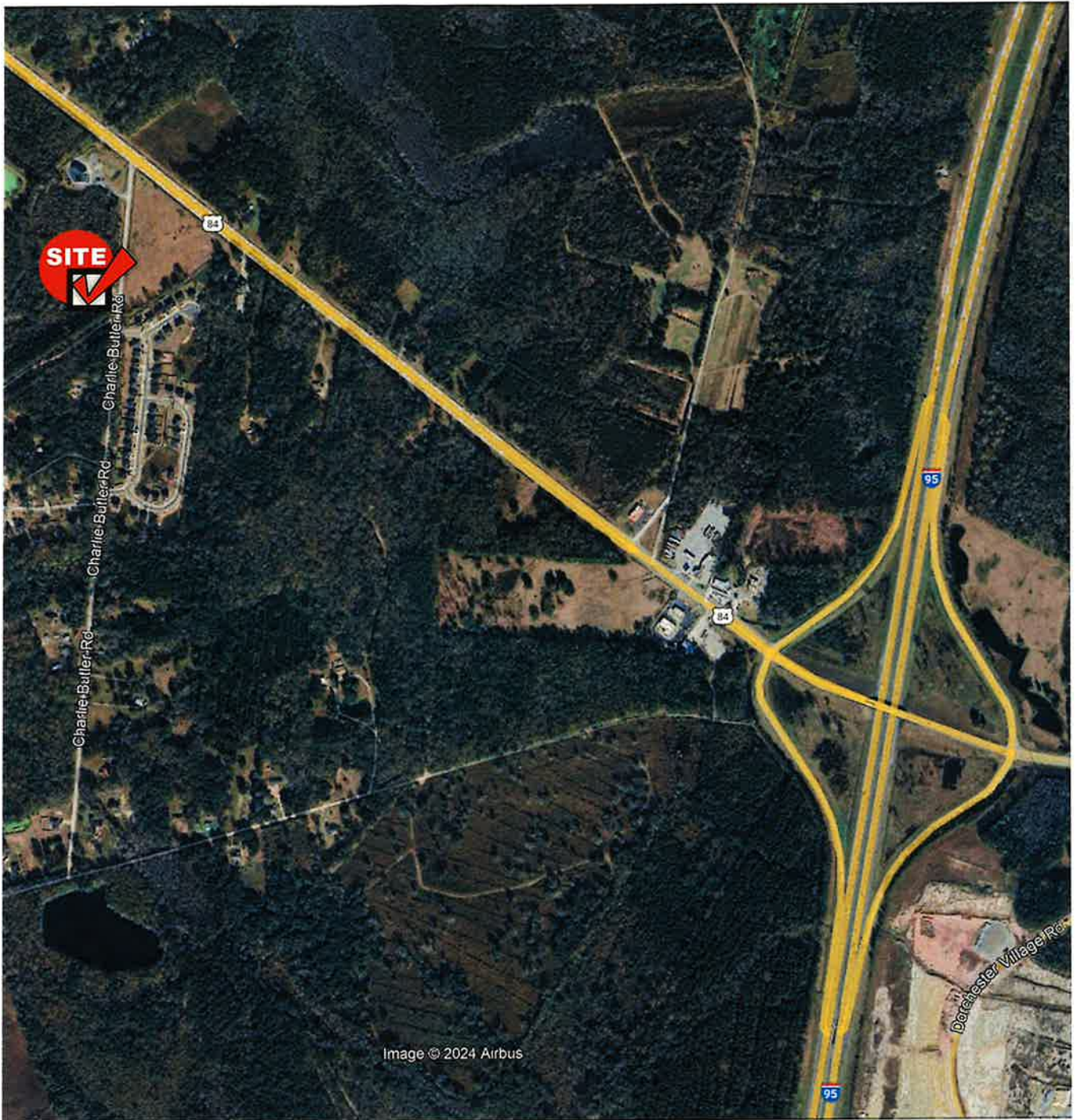
This report does not attempt to define or represent any FEMA, or otherwise designated, flood, erosion, scour, or other hazardous zones; nor does it presume to reflect that governmental or other authorities will grant approval of the project and issue appropriate permits.

WARRANT: WHITAKER LABORATORY, INC. and its professional engineers strive to perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession practicing in the same locality and under similar conditions. No other warranty or representation, expressed or implied, is included or intended in this agreement, in any report, opinion, document, or otherwise. We carry commercial general liability insurance, including completed operations, and professional liability insurance in aggregate amounts deemed adequate, and we comply with the statutory requirements for workmen's compensation insurance. Accordingly, by accepting and relying on the contents of this report, the liability of WHITAKER LABORATORY, INC. and its professional engineers, to the client, owner, or any other party, for any loss or damage, resulting from any cause, including professional acts, errors, omissions, negligence, toxic mold and other environmental claims, breach of warranty or breach of contract, shall not exceed the total compensation received by us for services related to this project; and client will defend, settle, and discharge any claims or allegations of liability for same against us by others. If client desires higher monetary limits of our liability, we will be pleased to discuss such higher limits and the impact on liability and fees. In the event the client makes a claim against us, at law or otherwise, for any alleged act, error, omission, negligence, breach of warranty or breach of contract, arising from the performance of our services, it is mutually agreed that initially, the client and Whitaker Laboratory, Inc. will attempt to resolve such dispute through direct negotiations between the appropriate representatives of each party. Secondly, if such negotiations are not fully successful, the parties agree to resolve any remaining disputes by formal nonbinding arbitration mediation in accordance with the rules and procedures to be agreed upon by the parties. Mediation is a pre-condition to litigation. The exclusive venue for any disputes relating to Whitaker Laboratory's service shall be in Chatham County, GA. Furthermore, if the client fails to prove such claim, then client shall pay all costs accrued by us in defending ourselves.

TITLE: The ownership of opinions, technical ideas, methods and means, drawings, calculations, and other data developed by us during the course of preparing proposals or rendering engineering services remains exclusively with us. It is a condition of this report or proposal that the client agrees not to use the opinions, technical ideas, methods and means, drawings, calculations or any other data for projects or locations, other than those specifically addressed in the report, and that no one other than the client may use this report, without the written permission of WHITAKER LABORATORY, INC.

APPENDIX I

SITE VICINITY & BORING LOCATION PLANS



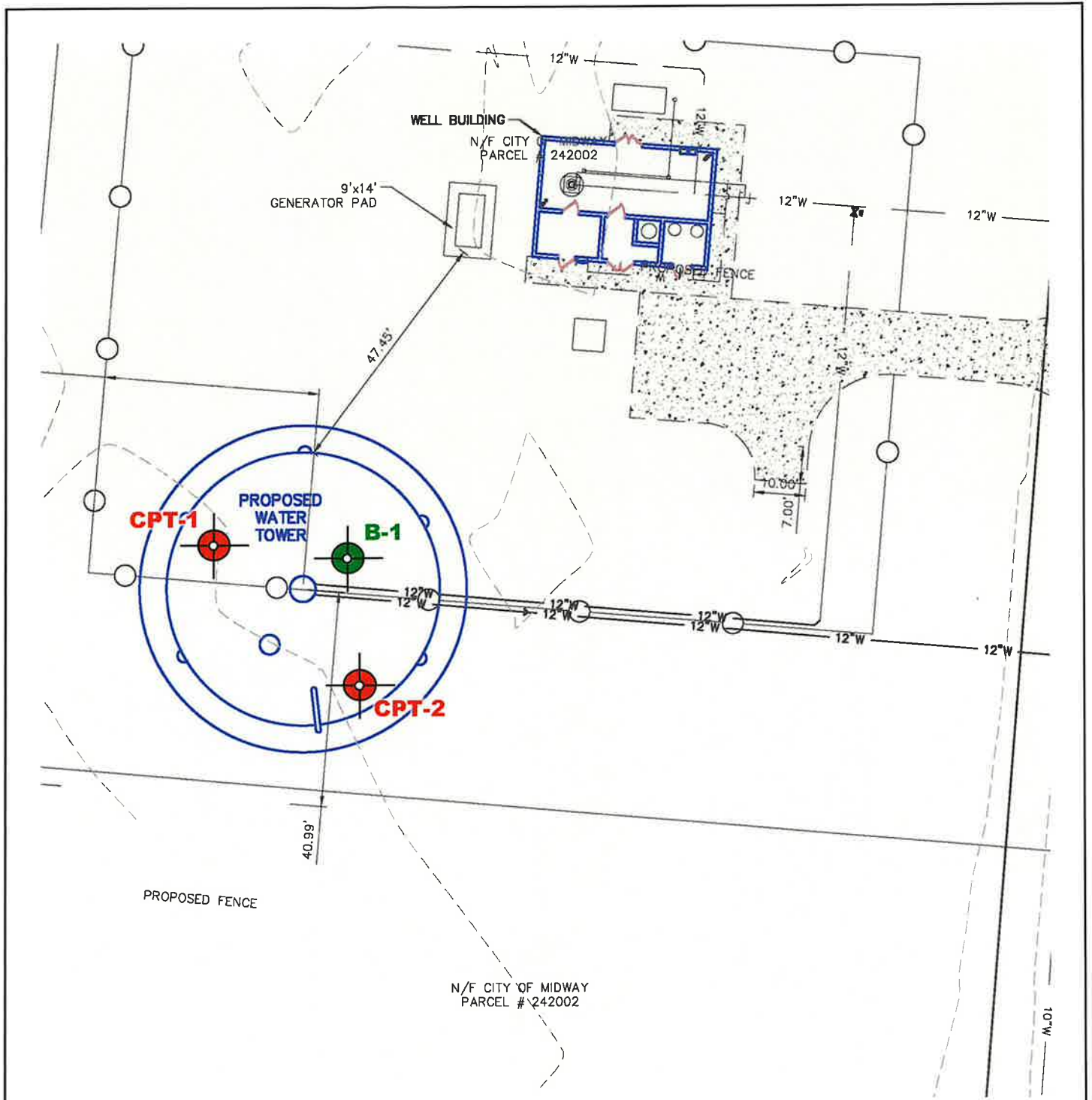
Site Vicinity Map

Charlie Butler Road
Midway, Liberty County, Georgia



ALL BORING LOCATIONS ARE APPROXIMATE, & ARE BASED ONLY ON FIELD ESTIMATES.





Boring Location Plan

Charlie Butler Road
Midway, Liberty County, Georgia



ALL BORING LOCATIONS ARE APPROXIMATE, & ARE BASED ONLY ON FIELD ESTIMATES.



APPENDIX II
BORING RECORDS

Client: TR Long Engineering

Boring No. B-1

Project: 500 K Gallon Water Tank

Date: 10/14/2024

Location: Charlie Butler Road, Midway, GA

Engineer: Follo

SUBSURFACE PROFILE		Sample		Standard Penetration Test blows/ft. (Corrected to N60) 10 20 30 40 50 60 70 80 90	Water Table	Remarks
Depth	Description	Depth	Number Blows/ft			
0	Ground Surface	0				
1	SM-PT Topsoil	0	1	5		
2		1	2	12		
3	SP-SM Loose to firm, tan-brown to tan fine sand	5	3	20		
4		4	4	20		
5	SC-CL Stiff, orange-gray fine sand clay	10	5	9		
6	SC Stiff, orange-gray fine sand clay	15	6	14		
7	SM Loose, tan fine silty sand	20	7	23		
8	SP-SM Firm, tan medium to fine sand	25	8	3		
9	SP-SM Firm, gray coarse to fine sand	30	9	9		
10	CH Soft to firm, gray clay	35	10	7		
11	SC Hard to stiff, gray fine sand clay	40	11	40		
12		45	12	20		
13	SP-SM Dense, gray medium to fine sand	50	13	64		
14	SP Dense brown coarse to fine sand	55	14	95		
15	GP Dense, gray gravel sand	60	15	70		
65	End of Borehole	65				

Drilled By: Bubba (B-48)

**WHITAKER LABORATORY,
INC.**
2500 Tremont Road
Savannah, GA 31405

Hole Size: 6.5"

Drill Method: H.S. Auger

Datum:

Drill Date: 10/14/2024

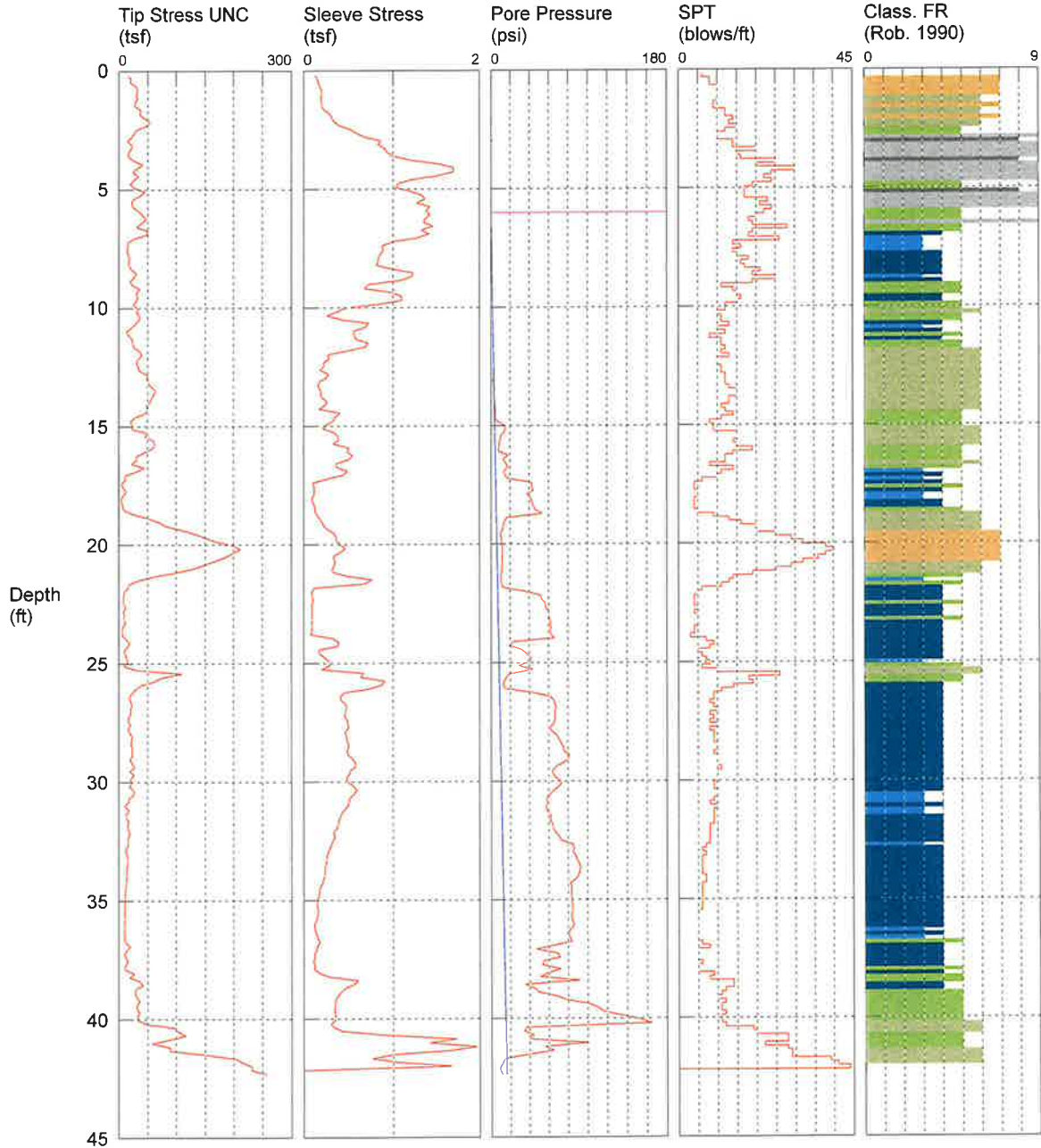
Sheet: 1 of 1

CPT- 1

SOUNDING
 CUSTOMER: Whitaker Lab
 OPERATOR: Kicklighter
 CONE ID: DDG1682
 LOCATION: Midway Ga

JOB NUMBER: Charlie Butler Road
 HOLE NUMBER: CPT- 1
 TEST DATE: 10/14/2024 2:39:06 PM
 SOUNDING

TOTAL DEPTH: 42.323 ft



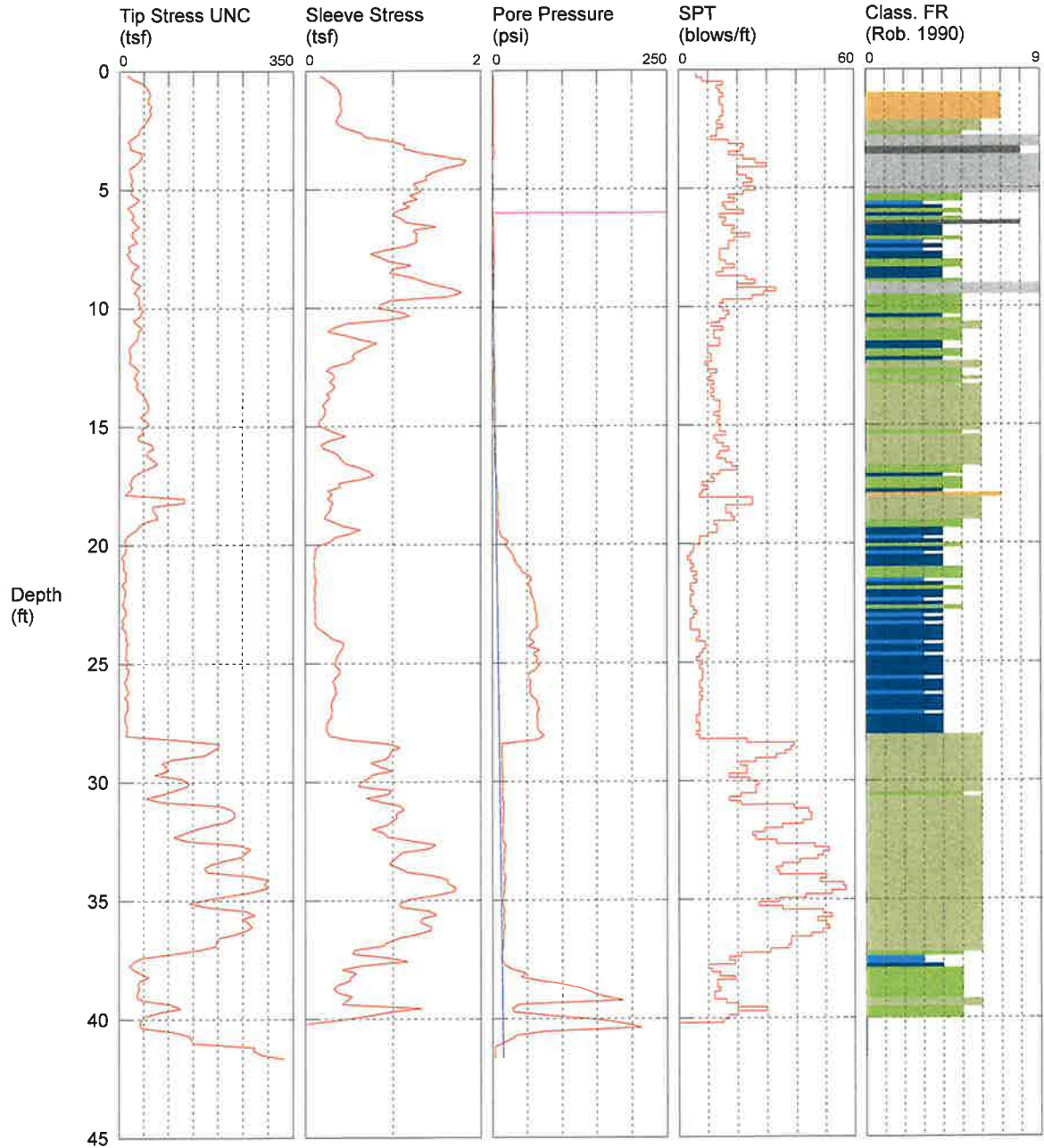
- | | | | | | |
|---|----------------------------|---|---|---|-----------------------------------|
| 1 | Sensitive, fine grained | 4 | Silt mixtures - clayey silt to silty clay | 7 | Gravelly sand to sand |
| 2 | Organic soils - peats | 5 | Sand mixtures - silty sand to sandy sil | 8 | Very stiff sand to clayey sand ** |
| 3 | Clays - clay to silty clay | 6 | Sands - clean sand to silty sand | 9 | Very stiff, fine grained ** |
- *SBT: Robertson 1990; **Overconsolidated or Cemented; *SBT/SPT CORRELATION: UBC-1983

CPT- 2

SOUNDING
 CUSTOMER: Whitaker Lab
 OPERATOR: Kicklighter
 CONE ID: DDG1682
 LOCATION: Midway Ga

JOB NUMBER: Charlie Butler Road
 HOLE NUMBER: CPT- 2
 TEST DATE: 10/14/2024 3:26:03 PM
 SOUNDING

TOTAL DEPTH: 41.667 ft



- | | | |
|--|---|---|
| <ul style="list-style-type: none"> 1 Sensitive, fine grained 2 Organic soils - peats 3 Clays - clay to silty clay | <ul style="list-style-type: none"> 4 Silt mixtures - clayey silt to silty clay 5 Sand mixtures - silty sand to sandy silt 6 Sands - clean sand to silty sand | <ul style="list-style-type: none"> 7 Gravelly sand to sand 8 Very stiff sand to clayey sand ** 9 Very stiff, fine grained ** |
|--|---|---|
- *SBT: Robertson 1990; **Overconsolidated or Cemented; *SBT/SPT CORRELATION: UBC-1983

APPENDIX III

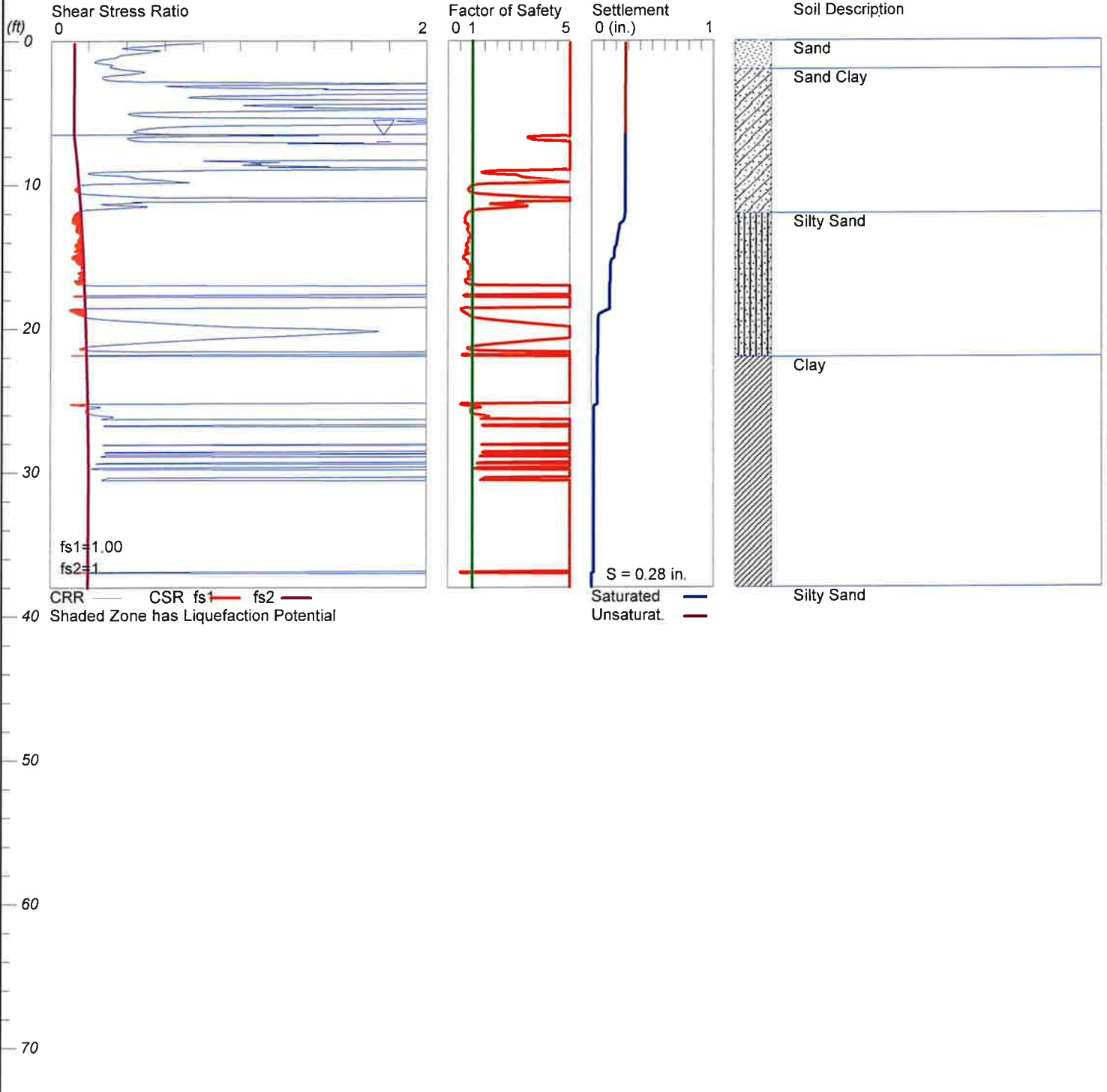
SEISMIC SPECTRIAL PARAMETERS

LIQUEFACTION ANALYSIS

Elevated Water Tank

Hole No.=CPT-1 Water Depth=6.5 ft

Magnitude=7.3
Acceleration=0.19g



USGS web services were down for some period of time and as a result this tool wasn't operational, resulting in *timeout* error.
 USGS web services are now operational so this tool should work as expected.



500 K Gallon Water Tank, Charlie Butler Road, Midway, GA

Latitude, Longitude: 31.7856, -81.3953



Date	10/17/2024, 12:28:48 PM
Design Code Reference Document	ASCE7-16
Risk Category	II
Site Class	D - Default (See Section 11.4.3)

Type	Value	Description
S _S	0.231	MCE _R ground motion. (for 0.2 second period)
S ₁	0.093	MCE _R ground motion. (for 1.0s period)
S _{MS}	0.369	Site-modified spectral acceleration value
S _{M1}	0.223	Site-modified spectral acceleration value
S _{DS}	0.246	Numeric seismic design value at 0.2 second SA
S _{D1}	0.149	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	C	Seismic design category
F _a	1.6	Site amplification factor at 0.2 second
F _v	2.4	Site amplification factor at 1.0 second
PGA	0.121	MCE _G peak ground acceleration
F _{PGA}	1.558	Site amplification factor at PGA
PGA _M	0.189	Site modified peak ground acceleration
T _L	8	Long-period transition period in seconds
SsRT	0.231	Probabilistic risk-targeted ground motion. (0.2 second)
SsUH	0.264	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
S1RT	0.093	Probabilistic risk-targeted ground motion. (1.0 second)
S1UH	0.105	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S1D	0.6	Factored deterministic acceleration value. (1.0 second)

Type	Value	Description
PGAd	0.5	Factored deterministic acceleration value. (Peak Ground Acceleration)
PGA _{UH}	0.121	Uniform-hazard (2% probability of exceedance in 50 years) Peak Ground Acceleration
C _{RS}	0.874	Mapped value of the risk coefficient at short periods
C _{R1}	0.882	Mapped value of the risk coefficient at a period of 1 s
C _V	0.761	Vertical coefficient

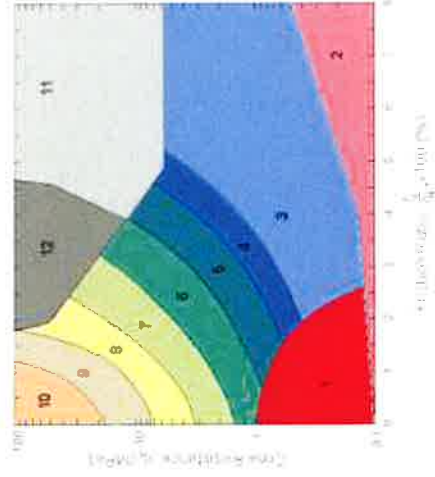
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APPENDIX IV
IMPORTANT GENERAL NOTES

CPT Soil Behavior Type Legend

Robertson et al. 1986

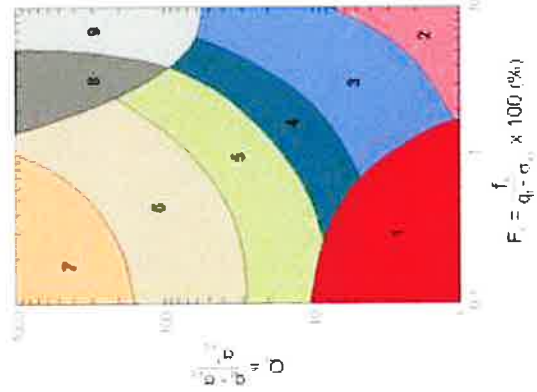


Soil Behavior Type

- 1 Sensitive, Fine Grained
- 2 Organic Material
- 3 Clay
- 4 Silty Clay to Clay
- 5 Clayey Silt to Silty Clay
- 6 Sandy Silt to Clayey Silt
- 7 Silty Sand to Sandy Silt
- 8 Sand to Silty Sand
- 9 Sand
- 10 Gravelly Sand to Sand
- 11 Very Stiff Fine Grained*
- 12 Sand to Clayey Sand*

*Overconsolidated or Cemented

Robertson et al. 1990



Soil Behavior Type

- 1 Sensitive, Fine Grained
- 2 Organic Soils-Peats
- 3 Clays: Clay to Silty Clay
- 4 Silt Mixtures: Clayey Silt to Silty Clay
- 5 Sand Mixtures: Silty Sand to Sandy Silt
- 6 Sands: Clean Sands to Silty Sands
- 7 Gravelly Sand to Sand
- 8 Very Stiff Sand to Clayey Sand*
- 9 Very Stiff Fine Grained*

*Overconsolidated or Cemented

GENERAL NOTES

The "standard" penetration resistance is an indication of the density of cohesion less soils and of the strength of cohesive soils. The "standard" penetration test is measured with a 1.4 inch I.D., 2 inch O.D., sampler driven one (1) foot with a 140 pound hammer falling 30 inches.

RELATIVE DENSITY OF SOIL THAT IS PRIMARILY SAND

Number of Blows	Relative Density
0 - 4	Very loose
5 - 10	Loose
11 - 20	Firm
21 - 30	Very firm
31 - 50	Dense
Over 51	Very dense

CONSISTENCY OF SOIL THAT IS PRIMARILY SILT OR CLAY

Number of Blows	Consistency
0 - 2	Very soft
3 - 4	Soft
5 - 8	Firm
9 - 15	Stiff
16 - 30	Very stiff
Over 31	Hard

While individual test boring records are considered to be representative of subsurface conditions at the respective boring locations on the dates shown, it is not warranted that they are representative of subsurface conditions at other locations and times.

The subsoil stratification shown on these profiles is not warranted but is estimated based on accepted soil engineering principles and practices and reasonable engineering judgment.

Unless notified, samples will be disposed of after 60 days.

GROUP

MAJOR DIVISIONS SYMBOLS TYPICAL NAMES

COARSE-GRAINED SOILS

More than 50% retained on No. 200 Sieve*

GRAVELS

50% or more of coarse fraction retained on No. 4 sieve

CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
	GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silty mixtures
	GC	Clayey gravels, gravel sand clay mixtures

SANDS

More than 50% of coarse fraction passes No. 4 sieve

CLEAN SANDS	SW	Well graded sand and gravelly sands, little or no fines
	SP	Poor graded sands and gravelly sands, little or no fines
SANDS WITH FINES	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand clay mixtures

FINE GRAINED SOILS

50% or more passes No. 200 Sieve*

SILTS AND CLAYS

Liquid Limit 50% or less

ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
OL	Organic silts and organic silty clays of low plasticity

SILTS AND CLAYS

Liquid Limit greater than 50%

MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity

HIGHLY

ORGANIC SOILS

PT	Peat, muck and other highly organic soils
----	---

*Based on the material passing the 3 in. (75 mm) sieve.

SECTION 01150
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 QUANTITIES

- A. Quantities: Quantities listed in the Proposal are approximate only and are intended to serve as a guide in comparing proposals and may be increased or decreased without invalidating the unit price.
- B. Payment: Contractor shall be paid for actual in place quantities as determined by the Engineer field measurements.
- C. Discrepancies: In case of discrepancies between the figures shown in the unit prices and totals, the unit prices shall apply, and the totals shall be corrected to agree with the unit price.

PART 2 – MEASUREMENT AND PAYMENT

2.01 CLEARING AND GRUBBING

- A. Measurement: Clearing and grubbing will be measured on the basis of the completed item of work in accordance with the plans and specifications or as directed by the engineer.
- B. Payment: Payment for clearing and grubbing will be made on the basis of the completed item of work or a percentage thereof at the unit price bid. The unit price bid should include all labor, equipment and labor to complete the item of work. The item of work shall include, but not be limited to, clearing and grubbing, grading, excavation, compaction, compaction testing, formation of embankments, backing out subgrades for pavement, filling washes, wasting surplus or unsuitable material, disposal, disposal costs, all hauling of excavation and debris, complete surface restoration and clean-up.

2.02 ELEVATED WATER STORAGE TANK

- A. Measurement: Measurement will be made on the basis of the completed elevated water storage tank at the unit price bid or on a percentage thereof.
- B. Payment: Payment will be on a lump sum basis for the elevated water storage tank at the unit price bid or a percentage thereof. The unit price shall include all labor, materials and equipment necessary to complete the item of work. The item of work shall include the design, fabrication, construction, painting, disinfection and testing of an elevated water storage tank that can be placed into service and operated by the owner. Work shall include, but not be limited to all engineering and design for the structure and foundation, preparation of shop drawings stamped by a registered professional engineer licensed in the State of Georgia, necessary administrative activities to process the design approval and certification of the tank, installation of structural fill to reach the design grades shown on the construction plan, providing and installing piles if required, excavation, shoring, sheeting, dewatering, placement of reinforcing steel, pouring and finishing concrete, compaction testing providing and installing anchor bolts, leveling, providing steel, steel fabrication, transportation and delivery, field erection, welding, sealing, tank surface preparation, providing and installing paint systems, priming, painting, disinfection, testing of water to certify disinfection, complete surface restoration and cleanup.

2.03 YARD PIPING

- A. Measurement: Measurement will be made on the basis of the complete installation of the yard piping at the unit price bid or on a percentage thereof.
- B. Payment: Payment will be on a lump sum basis for yard piping at the unit price bid or a percentage thereof. The unit price shall include all labor, equipment, and materials necessary to complete the item of work. Work shall include, but not be limited to, trenching, excavation, dewatering, furnishing and installing all piping, furnishing and installing all fittings, connecting to the existing water main, water system connections, concrete collars, restrained joints, thrust blocking, utility protection, backfill, compaction, complete surface restoration and clean-up.

2.04 ALTITUDE VALVE

- A. Measurement: Measurement will be made on the basis of the complete installation of the altitude valve at the unit price bid or on a percentage thereof.
- B. Payment: Payment will be on a lump sum basis for the altitude valve at the unit price bid or a percentage thereof. The unit price shown shall include furnishing all materials, labor, and equipment necessary to complete the item of work. Work shall include, but not be limited to, excavation, necessary shoring, sheeting, dewatering, backfilling, providing and installing concrete valve vault with hatch, interior vault piping, pipe supports, sump pump, furnishing and installing altitude valve, testing, disinfection and complete surface restoration and cleanup.

2.05 GATE VALVES

- A. Measurement: Measurement shall be made on the basis of each unit installed in accordance with the approved plans or as directed by the engineer.
- B. Payment: Valves shall be paid at the unit price shown for each specific valve size. The unit price shown shall include furnishing all materials, labor, and equipment necessary to complete the item of work. Work shall include, but not be limited to, excavation, necessary shoring, sheeting, dewatering, backfilling, concrete valve box collar, furnishing and installing gate valves, valve box, pressure testing, disinfection and complete surface restoration and cleanup.

2.06 ELECTRICAL, SCADA, GROUNDING AND APPURTENANCES

- A. Measurement: Measurement will be made on the basis of the completed electrical work for the SCADA system and other electrical controls at the unit price bid or on a percentage thereof.
- B. Payment: Payment will be on a lump sum basis for the electrical components and appurtenances at the unit price bid or a percentage thereof. The unit price bid shall include all materials, labor, and equipment necessary to complete the item of work. The item of work shall include the installation of all electrical components including SCADA system, treatments system, communication systems, etc. Work shall also include, but not be limited to, providing shop drawings to the engineer, utility connection to building, electrical conduit, wiring, electrical service connection, controls, complete grounding system, appurtenances, warranties, complete start up and testing of the system and cleanup.

2.07 CHAIN LINK FENCE

- A. Measurement: Measurement: Measurement will be in linear feet for each type and height of fence, measured along the bottom of the fence fabric, excluding the length of gates.
- B. Payment: Payment will be made based on the linear feet of fence installed in accordance with the plans or directed by the engineer at the unit price bid. The unit price bid shall include all labor equipment and materials necessary to complete the item of work. The item of work shall include, but not be limited to, furnishing and installing fence, installation of fence post, rails, fence fabric., fittings, ties, PVC coating excavation of post holes, and concrete encasement of posts, clean-up and complete surface restoration.

2.08 CONSTRUCTION EXIT

- A. Measurement: Measurement will be made on a unit price basis of the completed item in accordance with the construction plans.
- B. Payment: Payment will be made on the completed item of work at the unit price bid. Work shall include, but not be limited to, furnishing all labor, equipment, and materials necessary for the satisfactory prevention of transporting sediment from the site. The unit price bid shall include, but not be limited to, furnishing and placing geotextile fabric, furnishing and installing stone, grading, maintenance, repair, replacement, temporary HDPE driveway culvert, sweeping, and the like. It shall also include the removal of the construction exit upon completion of the project, cleanup, and complete surface restoration.

2.09 SILT FENCE

- A. Measurement: Measurement will be made on the basis of each linear foot of silt fence installed in accordance with the construction drawings or as directed by the engineer.
- B. Payment: Payment will be made on the basis of each linear foot of silt fence installed in accordance with the construction drawings or as directed by the engineer at the unit price shown. The unit price shall include all labor, equipment, and materials necessary to complete the item of work. The item of work shall include, but not be limited to necessary trenching, providing and placing silt fence, staking, backfill, maintenance for the life of the project, repair and/or replacement, removal, complete surface restoration and cleanup.

2.10 OUTLET PROTECTION (RIP RAP)

- A. Measurement: Measurement shall be made on the basis of the number of square yards of granite rip rap placed at the locations shown on the plans and in accordance with "The Manual for Erosion and Sediment Control in Georgia".
- B. Payment: Payment will be made on the number of square yards installed at the unit price bid. The unit price bid shall include all material, labor, and equipment necessary to accomplish the item of work. The item of work shall include, but not be limited to, excavation, grading, furnishing, placing rip rap, gravel filler, geotextile filter blanket as shown on the plans to cover area, entirely avoiding washouts in the future. The thickness of rip rap coverage will be at least the thickness shown on the plans for each location, but in no case shall it be less than 1.5 times the rock diameter.

2.11 MULCHING

- A. Measurement: Measurement shall be made on the basis of the completed item in accordance with the construction plans and bid items.
- B. Payment: Payment will be made in accordance with the price stated in the bid. The unit price shall include furnishing all labor, materials, and equipment to complete the item of work. The item of work shall include, but not be limited to, providing and applying and adequate amount of mulching on all disturbed areas in accordance with plans and specifications leveling, spreading, and maintenance of areas until final grassing is established.

2.12 GRASSING

- A. Measurement: Measurement shall be made on the basis of the completed item in accordance with the construction plan and bid items.
- B. Payment: Payment will be made in accordance with the price stated in the bid. The unit price shall include, but is not limited to, furnishing all labor, materials, and equipment necessary for the satisfactory growth of grass on all disturbed areas in accordance with plans and specifications. Work shall include, but not be limited to, furnishing all materials, fertilizer, soil samples, grass seed, raking, leveling, watering, re-seeding, maintenance, and final surface restoration. Final payment will not occur until permanent grass is established.

2.13 MOBILIZATION

- A. Measurement: Measurement will be made on the basis of the completed item of work or percentage thereof.
- B. Payment will be made for the price as stated in the Contract once the Contractor has established his construction yard, and met the requirements established in the Contract Documents. Mobilization will be recognized complete once the Contractor has provided a construction schedule and moved his equipment and a substantial amount of material to the job site. Construction must be underway and progressing. Payment for mobilization will be limited to a maximum amount not to exceed 3.0% of the proposal price.

SECTION 02100
CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Clearing shall consist of the falling, trimming, cutting and disposal of trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring within the area to be cleared. Grubbing shall consist of the removal and disposal of stumps, roots larger than 1.5 inches in diameter and matted roots.

PART 2 – EXECUTION

- 2.01 Trees, down timber, stumps, roots, brush, and other vegetation in areas to be cleared shall be removed completely, except such trees and vegetation as may be indicated or directed to be left standing. Trees to be left standing within the cleared areas shall be trimmed of dead branches 1.5 inches or more in diameter.
- 2.02 Limbs and branches to be trimmed shall be neatly, cut close to the bore of the tree or main branches.
- 2.03 All organic materials, masonry, concrete, or metallic debris in the clearing and grubbing areas shall be excavated and removed to a depth of not less than 12 inches below grade where original grade is to remain level and two feet below finish grade, bottom of pavement base and bottom of footings.
- 2.04 Depressions made by grubbing shall be backfilled and compacted with fill material to meet the requirement for trenching and structural backfilling.
- 2.05 Machine grubbing shall not be done under trees left standing in the area covered by the branches, nor in any manner which might damage the trees or any new work.
- 2.06 Trees and vegetation to be left standing shall be protected from damage during clearing, grubbing, and construction operations, by the erection of barriers.
- 2.07 Objects above or below grade interfering with construction shall be removed as directed by the Architect/Engineer.
- 2.08 DISPOSAL OF MATERIALS
 - A. Cleared and grubbed materials to be disposed of to an approved off-site disposal area. The disposal area shall be a state-approved landfill.
 - B. On site burning will not be allowed, without written permission of local authorities. The Forestry Department should be contacted for the permit.
 - C. The use of an air curtain destructor for on-site burning shall be part of the permit.

SECTION 02540
EROSION CONTROL

PART 1 - GENERAL

1.01 SCOPE

- A. The work specified in this Section consists of furnishing, installing, and maintaining temporary erosion controls and temporary sedimentation controls.
- B. All erosion and sediment control measures shall be in accordance with the existing Erosion and Sedimentation Control Ordinance of the governing authority.

1.02 DEFINITIONS

- A. Temporary erosion controls shall include grassing, mulching, watering, and reseeding on-site sloped surfaces, providing berms at the top of the slopes and providing interceptor ditches at the ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or minimized.
- B. Temporary sedimentation controls shall include silt dams, traps, barriers, and appurtenances at the toe slopes and in drainage ways.

PART 2 - MATERIALS

- 2.01 Hay bales shall be clean, seed free cereal hay type, securely bound with wire or mylar cord.
- 2.02 Netting shall be 1/2-inch, galvanized steel chicken wire mesh.
- 2.03 Filter stone shall be crushed stone conforming to the Department of Transportation State of Georgia-Standard Specifications - Construction of Roads and Bridges -1983 or latest edition - Table 800.01 H, Size Number 3.

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

- A. Silt dams, traps, barriers, and appurtenances shall be installed and shall be maintained in-place for duration of construction.
- B. Hay bales shall be staked with two (2) 1X4 wood stakes per bale driven 18 inches into the ground and finishing flush with the top of the bale.
 - 1. Install two (2) stakes per bale with the long dimension of the stakes parallel to the long dimension of the bale.
 - 2. Where bales are installed in multiple layers the bales shall be installed with vertical joints staggered and two (2) 1 x 4 wood stakes per bale driven through all layers, full from top of bale to 18 inches into the ground.
 - 3. Hay bales that have deteriorated shall be replaced with new materials.

C. Silt Fence

1. Silt fence shall be installed in accordance with manufacture instructions. The bottom two (2) inches should be installed beneath the ground surface.
2. A small trench should be dug before installation. The silt fence should then be installed and the trench back filled.

D. Erosion and sedimentation controls shall be maintained in a condition that will retain unfiltered water.

E. The Contractor shall construct the sedimentation ponds and control devices prior to clearing and grubbing the site to insure complete silt control. When the silt or the debris level is greater than one (1) foot above the bottom of the pond, the Contractor shall remove the silt or debris to restore the proper elevation for the bottom of the pond.

F. The Contractor shall have all erosion and sedimentation control devices in service and operating properly prior to completion and final acceptance of the contract.

3.02 RESPONSIBILITY

A. The Contractor shall be solely responsible for insuring that no silt or debris leaves the immediate construction site. Any silt or debris that does leave the immediate site shall be cleaned up and the area disturbed shall be returned to its natural state as directed by the City Inspector at the Contractor's expense.

B. The Contractor has the option to submit additional control measures in the form of shop drawings.

SECTION 02823
CHAIN LINK FENCING & GATES

PART 1 – GENERAL

1.01 SCOPE

- A. The Contractor shall furnish all labor, materials, equipment, and miscellaneous items as necessary for the installation of a complete chain link fence system. Fencing shall be installed in the location as shown on the Construction Drawings in complete conformity with the Manufacturer's written recommendations and as specified herein.
- B. Security fencing for the Contractor is at the Contractor's option and is not included as part of the work specified.

1.02 RELATED SECTIONS

- A. Section 02300 – Earthwork

1.03 REFERENCES

- A. ASTM A 90-95 – Standard Test Method for Weight of Coating
- B. ASTM A 116-88 – Zinc Coated (Galvanized) Steel Woven Wire Fence Fabric
- C. ASTM A 130-92 – Zinc Coated (Galvanized) Steel Barbed Wire
- D. ASTM A 123-89 – Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
- E. ASTM A 153-95 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- F. ASTM A 392-91 – Zinc Coated Steel Chain Link Fence Fabric
- G. ASTM A 569/A 569 M-91a (1993) – Steel, Carbon, Hot-Rolled Sheet and Strip Commercial Quality
- H. ASTM A 491-94 – Aluminum Coated Steel Chain Link Fence Fabric
- I. ASTM F 668-95 – PVC Coated Steel Chain Link Fence Fabric
- J. ASTM A 428-89 – Test Method for Weight of Coating on Aluminum Coated Iron or Steel Articles
- K. ASTM C 94-94 – Ready Mix Concrete
- L. ASTM F 567-93 – Installation of Chain Link Fence
- M. ASTM F 669-92 – Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence
- N. ASTM F 10893-3 – Pipe, Steel, Hot-Dipped, Zinc-Coated (Galvanized) Welded, for Fence Structures
- O. ASTM F 1234-93 – Protective Coatings on Steel Framework for Fences
- P. Chain Link Fence Manufacturers Institute (CLFMI) – Product Manual

1.04 SUBMITTALS

A. Submittals for Review:

1. Product Data: Provide data on fabric, posts, accessories, fittings, and hardware.
2. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

B. Submittals for Information:

1. Manufacturer's Installation Instruction: Indicate installation requirements.

C. Submittals for Closeout:

1. Project Record Drawings: Accurately record actual locations of property perimeter posts relative to property lines and easements.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials with the manufacturer's tags and labels intact.

B. Provide storage and protection in accordance with the manufacturer's requirements.

C. Materials should be unloaded in a manner that will avoid damage and shall be stored where it will be protected and will not be hazardous to traffic. The Contractor shall repair any damage caused by the storage. Material shall be examined before installation and neither damaged nor deteriorated material shall be used in the construction of the chain link fence.

1.06 QUALITY ASSURANCE

A. Standards of manufacturer shall comply with the standards of the Chain Link Manufacturers Institute and these Specifications.

B. Provide fencing as a complete unit produced by a single manufacturer including the required erection accessories, fittings, fasteners, and all other necessary appurtenances.

C. Manufacturer: The Company must specialize in manufacturing ring chain link fences and its products specified in this section and must have a minimum of three years' experience.

PART 2 – PRODUCTS

2.01 GENERAL

A. Overall height for new fencing shall be _____ feet including three strands of barbed wire on malleable iron post tops. Posts shall be set no more than 10-foot centers, a full three feet deep in concrete footings, poured the full size of the holes as excavated. Corner posts shall have the necessary strut and tie bracing. Gates shall be provided of the size and at the locations indicated on the Construction Drawings.

B. Where fencing crosses ditches, steep grades, and other unusual conditions, make special provisions to ensure that the security, appearance, maintainability, and permanence of the standard fencing are equaled or exceeded.

2.02 MATERIALS

- A. Wire: Fabric shall be of the "chain link" type, composed of individual wire pickets, helically wound and interwoven to form a square mesh. Wire used in the fabric shall be #9 W & M gage, of basic open hearth steel, containing not less than 0.20% copper, and having a tensile strength after galvanizing of 90,000 psi. Fabric shall be woven so as to form mesh two inches square and shall measure six feet in width. The wire ends at the edges of the fabric shall be cut diagonally and twisted to form barbs. The fabric shall be hot dipped galvanized after weaving, to produce a zinc coating weighing not less than 1.4 oz. per square foot of wire surface. Zinc coating shall withstand six one-minute dips, when tested by methods outlined in ASTM Specification No. 391 Class I, or the latest revision thereof.
- B. Line Posts: Line posts shall be 2" O.D. galvanized steel pipe weighing 2.72# per foot of length.
 - 1. Post shall be high carbon rail steel for rolled sections or of new high carbon steel for tubular sections. All posts shall be hot galvanized to withstand twelve one-minute dips when tested by methods outlined above.
- C. Top Rails: Top rails shall be of new 1-5/8" O.D. schedule 10 steel pipe in random lengths averaging not less than 20 feet and joined with pressed steel sleeves. Rail and sleeves shall be hot dipped galvanized to produce a zinc coating equal to that of the fabric.
- D. Fabric Ties: Fabric ties for attaching fabric to line posts, top rail, or top wire, shall be galvanized wire of approved gauge and design. Ties shall be located on top rail every 24 inches and on line posts every 14 inches.
- E. Barbed Wire: The fabric shall be surmounted with three strands of barbed wire. Each strand shall consist of two No. 12-1/2 W & M gage twisted copper bearing steel line wires, hot dip galvanized with No. 14 W & M gage galvanized steel 4-point barbs spaced not more than four inches apart.
- F. Barbed Wire Extension: All intermediate and corner posts shall be equipped with extension arms for supporting barbed wire. The base shall be of malleable iron and the extension presses Armco Ingot Iron, hot galvanized after the fabrication. The intermediate arm shall have provision for passing top rail, and corner arm casting equipped with setscrew.
- G. End and Corner Posts: Shall be hot galvanized basic open hearth or copper- bearing steel pipe, three-inch OD, weighing 5.79 pounds per foot.
- H. Swing Gate Posts: Shall be same as end posts but in the following sizes:

Pipe Size OD	Weight Per Foot	Gate Opening Single Inclusive	Gate Opening Double Inclusive
3"	5.79 lbs.	To 6'	Up to 12'
4"	9.11 lbs	Over 6' to 13'	Over 12'-26'
6-5/8"	19.97 lbs.	Over 13' to 18'	Over 26'-36'
8-5/8"	25.00 lbs.	Over 18' to 32'	Over 36'-64'

- I. Brace and Tension Bands: Bands shall be unclimbable bevel ledge type with 3/8" diameter square shouldered, galvanized carriage bolts, non-removable from outside fence.
- J. Bracing: All terminal posts shall be braced by means of 1-5/8" OD horizontal compression members, securely attached to terminal and first line posts with malleable iron fittings and

beveled edge bands and shall be truss braced from first line post to bottom of terminal posts with 1/2" rod and turn buckle. Corner posts shall be braced in each direction.

- K. Tension Bars: Tension bars for attaching fabric to terminal posts shall be 3/16" x 3/4" high carbon steel attached to terminal post by means of beveled edge bands.
- L. Swing Gate Frames: Swing gate frames shall be 2' OD Schedule 40 Pipe 2.72 #/Ft. with internal bracing of 1-5/8" OD Schedule 40 Pipe 2.27 #/Ft.
- M. Gate Fillers: Gate frames shall be filled with the same specifications of fabric as is used in line of fence.
- N. Hinges: Hinges shall be double-clamping offset type, allowing gates to swing back parallel with line of fence and shall be made of malleable iron and forgings.
- O. Latches: Latches shall be of eccentric double-locking type which engage strikes securely bolted to either gate frame or gate post at both top and bottom and in case of double gates engage also a heavy malleable iron non-freezing gate stop anchored in concrete footing. For walk gates up to and including 4' opening, a malleable iron gravity type latch shall be furnished which automatically engages pin welded in gate frame. All latches shall be made so as to be readily locked with padlock.
- P. Gate Keeper: Each gate frame shall be equipped with a keeper which automatically engages the gate frame when swung to the open position.
- Q. Miscellaneous Fittings: All fittings entering into the fence, necessary to make a complete installation, shall be malleable iron, pressed steel, or forgings. All material shall be thoroughly galvanized by the hot dip method.
- R. Quality: All fencing, posts, and gates shall be of a quality equal to standard 7-foot fencing as furnished and erected by Hurricane Fence Company or Cyclone Fence Company.

PART 3. – EXECUTION

3.01 INSTALLATION

- A. Fence installation shall not be started before the final grading is complete, with finished grade elevations established, unless otherwise permitted.
- B. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
 - 1. Excavate holes to the minimum diameters as recommended by fence manufacturer.
 - 2. Excavate hole depths approximately 3 inches lower than the post bottom, with bottom of posts set not less than 36 inches below the surface when in firm undisturbed soil.
 - 3. If solid rock is encountered near the surface, drill into rock at least 12 inches for line posts and at least 18 inches for end, pull corner, and gate posts. Drill hole at least 1 inch greater diameter than the largest dimension for the post to be placed. If solid rock is below soil overburden, drill to full depth required. Penetration into rock need not exceed the minimum depths specified above.
- C. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete.

1. Center and align posts in holes 3 inches above bottom of excavation.
 2. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 3. Trowel finish tops of footings and slope of dome to direct water away from posts. Extend footings for gate posts to underside of bottom hinge. Set keeps, stops, sleeves, and other accessories into concrete as required.
 4. Grout in posts set into sleeved holes, concrete constructions or rock excavations with non-shrink Portland cement grout or other acceptable grouting material.
- D. Concrete Strength: Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire or fabric is installed. Do not stretch and tension fabric and wires and do not hang gates until the concrete has attained its full design strength.
- E. Top Rails: Run rail continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- G. Tension Wire: Install tension wires by weaving through the fabric and tying to each post with not less than 6-gauge galvanized wire or by securing the ore to the fabric.
- H. Fabric: Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.
- I. Repair damaged coatings in the shop or during field erection by recoating with manufacturer's recommended repair compound, applied per manufacturer's directions.
- J. Stretch Bars: Thread through or clamp to fabric 4 inches on center and secure to posts with metal bands spaced 15 inches on center.
- K. Barbed Wire: Install three parallel wires on each extension arm; on security side of fence, unless otherwise indicated. Pull wire taut and fasten securely to each extension area.
- L. Tie Wires: Use U-shaped wire appropriate for the diameter of pipe. Attach pipe and fabric firmly with tie wire ends twisted at least two full turns. Bend ends of wire to minimize hazard to persons or clothing.
- M. Fasteners: Install nuts for tension band and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.02 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all debris and equipment. Repair all damage resulting from chain link fence installation.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 – GENERAL

1.01 SCOPE

- A. Under this heading shall be included designing, furnishing, constructing, adjusting and maintenance of all concrete formwork required for the reinforced concrete shown on the Plans in accordance with the requirements of the Specifications.

1.02 APPLICABLE STANDARDS

- A. Where any material or operation is specified by reference to the following published specifications or standards or the specifications or standards of any other organizations, the referenced specifications or standard shall be as much a part of this Section as is quoted in full herein.

1. American Concrete Institute (ACI):
 - a. 347 Recommended Practice for Concrete Formwork

1.03 DESIGN

Design of forms and formwork shall be the responsibility of the Contractor. Design shall include consideration of all dead and live loads which will be exerted on formwork during its period of use. Formwork design shall be performed using the following criteria:

A. Design Loads:

1. Vertical loads shall include the weight of formwork, the weight of freshly placed concrete and all live loads including the weight of workmen, equipment, materials, runways and impact.
2. Horizontal loading shall include but not be limited to, wind, cable tension, inclined supports, placement of concrete, and starting and stopping of equipment. Wall forms shall be designed in accordance with American National Standard A58.1, "Minimum Design Loads for buildings and Other Structures", or those required by local building codes, whichever is greatest. Bracing for wall forms shall be designed for a minimum horizontal load of 100 pounds per linear foot of wall, applied at the top.
3. Lateral pressure of concrete containing no pozzolans or admixtures, having a slump of 4 inches or less, made with Type I cement weighing 150 pounds per cubic foot, and normal internal vibration shall be calculated on the basis of $p = 150 h$, where p is the lateral pressure in pounds per square foot and h is the height of fresh concrete above the point considered in feet. Adjustment shall be made in design of forms for concrete having characteristics different from those described above or for external vibrations of forms.

- B. Safety Factors: Safety factors for formwork accessories shall be as given in Table 2.4 of ACI 347-78. All other components of formwork shall be designed for a safety factor of 2.0 except for those with a potential hazard to life which shall have a safety factor of 3.0.

- C. Design Approval: The Contractor will not be required to submit shop drawings or design calculations for approval. However, in the event that the Engineer requests the design calculations on any part of the formwork, the Contractor shall submit such calculations

for review. Such design calculations found not to be in accordance with the criteria specified herein or the failure to provide such calculations upon request from the Engineer shall be cause for all concreting operations to be suspended until design requirements are completed. Review of design calculations or the absence of review will in no respect relieve the Contractor of the responsibility for formwork design or the liability which may result from improper design or the absence thereof.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Material used in formwork shall be selected by the Contractor on the basis of safety and the quality required in the finished work. All material and accessories shall be new and undamaged. New forms may be reused so long as they retain structural integrity and provide the required quality of the finished work. Form coatings, sealers, and parting agents shall be used as required by the work and shall be of quality to insure proper function. Such agents shall be used in accordance with manufacturer's recommendations.

PART 3 – EXECUTION

3.01 CONSTRUCTION

- A. General:
 - 1. Forms shall be constructed and maintained so as to insure that after removal of forms the finished concrete members will have true surfaces free of offset, waviness or bulges, and will conform accurately to the indicated shapes, dimensions, lines, elevations, and positions. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.
 - 2. Studs and wales shall be spaced to prevent deflection of form material. Forms and Joints shall be sufficiently tight to prevent leakage of grout and cement paste during placing of concrete. Forms shall be fitted to accurate alignment to assure smooth completed surfaces free from irregularities. Forms shall be readily removable without impact, shock, or damage to the concrete.
- B. Concrete Surfaces to be Exposed: Form surfaces that will be in contact with concrete shall be of material that is non-reactive with concrete and that will produce concrete surfaces equivalent in smoothness and appearance to that produced by new 4 foot by 8 foot plywood panels, exterior type, resin-impregnated or plastic faced concrete form. Cut surfaces shall be smooth and treated with form coating. Panel joints that will be in contact with concrete shall be smooth and free of offset. Form materials with defects that will impair the texture and appearance of finish surfaces shall not be used. Form lining, if used, shall be installed over solid backing.
- C. Concrete Surfaces to be Unexposed: Form surfaces that will be in contact with concrete shall be sound, tight, lumber, or other material producing equivalent finish. Forms under deck slabs may be left in place.
- D. Form Ties: Ties shall be factory-fabricated, removable, or snap-off metal ties of design that will not allow form deflection and will not spall concrete upon removal. Solid backing shall be provided for each tie. The portion of the tie remaining in the concrete after removal of the exterior parts shall be at least 1-1/2 inches back from any surface of the concrete. Bolts and rods that are to be completely withdrawn shall be coated with a non-staining bond breaker.

- E. Chamfering: External corners shall be chamfered by moldings placed in the forms unless the Plans specifically show that chamfering is to be omitted.
- F. Coating: Forms shall be coated with form oil or form-release agent before reinforcement is placed. The coating shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain, or adversely affect concrete surfaces, and surfaces to be cured with water or curing compounds. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for unexposed surfaces may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.
- G. Removal of Forms:
1. Removal shall be in a manner to ensure complete safety of the structure after the following conditions have been met. Where the structure as a whole is supported, forms for beam sides, and similar vertical structural members may be removed after 72 hours except when curing requirements exceed this time. Supporting forms or shoring shall not be removed until structural members have acquired sufficient strength to support safely their own weight and any construction and/or storage load to which they may be subjected, but in no case shall they be removed before expiration of 7 days, nor shall forms used for curing be removed before expiration of curing period except as specified in Section 03300. Care shall be taken to avoid spalling concrete surfaces or damaging concrete edges.
 2. Tie-rods to be entirely removed from the wall shall be loosened 24 hours after concrete is placed, and form ties, except for a sufficient number to hold forms in place, may be removed at that time. Ties wholly withdrawn from wall shall be pulled toward the face that will be concealed from view in the permanent work.
- H. Filling of Tie-Rod or Bolt Holes: Filling of tie-rod or bolt holes is specified in Section 03300.

3.02 TOLERANCES

The Contractor shall set and maintain forms to insure completed work within the following tolerance limits:

- A. Variations from plan Grades Slabs:
1. 1/4 inch in any 10 feet of length 3/8 inch in any bay or any 20 feet of length, 3/4 inch maximum for entire length.
 2. Exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines: 1/4 inch in any bay or in any 20 feet of length, 1/2 inch maximum for entire length.
- B. Variations in Opening Sizes and Locations Sleeves, floor openings: Minus 1/4 inch, plus 1/2 inch.
- C. Variations in Cross-Sectional Dimensions and Thickness slabs: Minus 1/4 inch, plus 1/2 inch.
- D. Variation in plan Lines:

1. Building lines, structure lines: 1 inch from established plan position.

E. Variations in Footing and Foundation Dimensions

1. Dimensions in plan: Minus 1/2 inch. Plus 2 inches (concrete only) or plus 3 inches when earth formed.
2. Misplacement or eccentricity: 2 percent of member width in the direction of misplacement but not more than 2 inches (concrete only).
3. Thickness: Minus 5 percent of specified thickness.

END OF SECTION

SECTION 03300
CONCRETE GENERAL

PART 1 - GENERAL

1.01 QUALITY STANDARDS

A. Any procedure and material operation specified by reference to the following publications shall comply with the requirements of the current specification or standard:

1. American Society for Testing Materials (ASTM):

A185 Welded Steel Wire Fabric for Concrete Reinforcement.

A615 Deformed Billet-Steel Bars for Concrete Reinforcement.

C31 Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field.

C33 Specification for Concrete Aggregate.

C39 Compressive Strength of Molded Concrete Cylinders.

C94 Specification for Ready-Mixed Concrete.

C143 Slump of Portland Cement Concrete.

C150 Portland Cement

C172 Sampling Fresh Concrete

C192 Making and Curing Concrete Test Specimens in the Laboratory.

D1751 Preformed Expansion Joint Fillers for Concrete Paving.

2. American Concrete Institute:

ACI 301 Specification for Structural Concrete for Buildings.

ACI 305 Recommended Practice for Hot Weather Concreting.

ACI 318 Building Code Requirements for Reinforced Concrete.

ACI 350 Sanitary and Water Holding Structure.

1.02 QUALITY CONTROL

A. The Contractor shall submit to the Engineer, for review a design mix for each class of concrete listed under CLASSES OF CONCRETE, prior to placing any concrete.

B. Verification tests of design mixes and aggregates are required by the Engineer. Verification test specimens shall be made in accordance with ASTM C39 by an Independent Test Laboratory. Compressive strength shown by verification tests shall be at least fifteen percent in excess of the strengths listed under CLASSES OF CONCRETE. The Independent Testing Laboratory shall report the test results to the Engineer, in writing and shall note any failure to meet the specification.

- C. Verification tests of design mixes made not more than one year prior to the date of submittal will be acceptable provided they were made from materials identical to those to be used in the project.
- D. Mill Test: Conducted in accordance with ASTM A615 recommendations on each 15 tons, or less reinforcing shipped to the job. Two (2) copies of test to be sent to the Engineer.
- E. Inspection and Testing of Concrete:
 - 1. The cost of slump tests and sampling, molding, storing, materials, transporting concrete test specimens shall be paid by the Contractor. The laboratory or inspection agency shall be selected by the Owner. Costs of all laboratory testing services required because of failure to meet the requirements of these specifications shall be paid by the Contractor.
 - 2. One (1) set of four (4) acceptance cylinders shall be prepared for each day's placing of each strength of concrete and if more than 50 cubic yards of concrete is placed in any day, there shall be an additional set of cylinders prepared for each 50 cubic yards placed or for any fraction thereof. One cylinder shall be broken at seven (7) days and two (2) at 28 days, with one (1) cylinder held in reserve.
 - 3. Responsibilities in Inspection:
 - a. Laboratory's Duties:
 - i. The reception and marking of specimens in the laboratory, laboratory curing, preparation for breaking and testing of cylinders shall be the responsibility of the laboratory and shall be performed by qualified laboratory personnel, observing all requirements of applicable ASTM Standards. Compression test specimens shall be tested in accordance with ASTM C39.
 - ii. Prior to the commencement of concrete work, the laboratory shall provide initial instruction in the performance of sampling and testing duties for an employee designated by the Contractor and shall provide him with copies of all ASTM Standards pertinent to his duties.
 - b. Contractor's Duties:
 - i. The Contractor shall deliver to the laboratory all materials to be used in required testing. He shall supply wheelbarrows, shovels, mixing boards, shaded workspace and similar equipment required for molding test cylinders. He shall provide stable, insulated storage boxes, equipped with thermostatically controlled heat, for storage of cylinders in the first 24 hours after molding.
 - ii. He shall designate an employee, who alone shall perform all operations of sampling concrete, molding test specimens, protecting test specimens for the first 24 hours after molding, and packing and shipping of test specimens. The employee shall make a record of a slump test in connection with each truckload of concrete. The designated employee shall receive initial instruction in the performance of his sampling and testing duties from a representative of the testing laboratory and shall have available copies of all ASTM Standards pertinent to his duties. Sampling shall conform to ASTM C172. Slump tests shall conform to ASTM C143. Compression test specimens shall be made and cured in accordance with ASTM C31.
 - iii. Each set of test cylinders shipped to the laboratory shall be accompanied by a

report giving information as to location in the structure of concrete sampled, time and date of sampling, air temperature, slump, class designated nominal strength, air content if applicable, temperature of concrete, truck number, and time batched. Each report shall be signed by the employee making the test and by the Contractor or his representative, certifying that the test specimens have been made by the one designated, fully instructed employee and have been made in accordance with applicable standard specifications.

- iv. Should any concrete fail to meet the specified strength, have a slump in excess of that required by the design mix for each class of concrete listed under CLASSES OF CONCRETE, or result in voids, honeycombs or otherwise fail to meet the requirements, the Engineer may order the concrete removed, further tests made, or other remedial measures taken, all at the Contractor's expense.

1.03 SHOP DRAWINGS

- A. After making his check the Contractor shall submit to the Engineer one (1) blue line copy of each of placing plans, bending details and bar lists covering all reinforcing steel.
- B. Full information for checking and for proper installation without reference to other drawings shall be included. At splices the amount of lap shall be shown. Location and arrangement of accessories shall be clearly shown. Elevations shall be drawn for all reinforced masonry and reinforced concrete walls to a scale no smaller than 1/4 inch = 1 foot.
- C. Work shall not proceed before the Contractor has received shop drawings approved by the Engineer. The Contractor shall be responsible for the conformation of all typical and special reinforcing steel details.
- D. Engineer's review is for conformance to the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures therefrom. The Contractor remains responsible for details and accuracy, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner.
- E. Proposed construction joint shall be clearly indicated on shop drawings and subject to approval of the Engineer.

1.04 INSPECTION

- A. The Contractor shall give the Governing Authority and Design Engineer 24 hours advance notice before starting to place concrete in any portion of the structure to permit observation. An authorization of the Engineer shall be secured before concrete is placed. Any concrete placed in violation of this provision shall be replaced by new concrete if required by the Engineer.
- B. Prior to notification of the Engineer, the Superintendent shall personally inspect the work and verify that it is ready for observation.
- C. At the time of observation, all reinforcing in the area where concrete is to be poured shall be in place, tied and ready for the placement of concrete. All anchors, sleeves, inserts, etc., shall be securely held in position.

1.05 STORAGE

- A. Reinforcing steel delivered to the job and not immediately placed in forms shall be placed in racks or other supports at least 18 inches above ground.

PART 2 - MATERIALS

2.01 CEMENT: Portland cement shall conform to ASTM C150, Type I.

2.02 AGGREGATES

A. Aggregates for standard weight concrete shall conform to ASTM C33, maximum size: 3/4 inch

2.03 WATER

A. Mixing water shall be potable

2.04 REINFORCING STEEL

A. Reinforcing bars shall be American manufactured conforming to the requirements of ASTM A615 "Deformed Billet Steel Bars for Concrete Reinforcement", Grade 60.

B. Welded wire-fabric or cold-drawn wire for concrete reinforcement shall be of American manufacture and shall conform to the requirements of the ASTM A185 "Welded Steel Fabric for Concrete Reinforcement."

C. Accessories shall conform to the requirements of C.R.S.I. Manuel.

2.05 READY MIXED STRUCTURAL CONCRETE:

A. Ready mix concrete shall be mixed and delivered in accordance with these specifications and requirements set forth in ASTM C94. In addition, these following conditions must be met:

1. Concrete shall be normal weight with an ultimate compressive strength at 28 days, and slump as follows:
2. Air entrained concrete shall be used for all structural concrete with the air content not less than three (3) percent and no more than five (5) percent.

B. Classes of Concrete:

Class A $f'c = 3000$ psi Slump 4 inches ± 1 inch

Class AA $f'c = 4000$ psi Slump 3 inches ± 1 inch

Class B $f'c = 5000$ psi Slump 5 inches ± 1 inch

2.06 EXPANSION JOINT MATERIAL

A. Expansion joint material at slabs on grade shall be premolded asphalt saturated cellulose fiber or mineral strips conforming to ASTM D1751.

2.07 WALL TIES

A. Ties shall be made with breakback ends or other means of removing the tie end to a depth of at least one (1) inch from the concrete surface after the forms are removed.

2.08 LIQUID FORM SEALER

A. Form sealer shall be a standard product compatible with the finish required for exposed concrete and shall contain no paraffin oil or mineral oil.

PART 3 - FORMWORK

3.01 FORMWORK

- A. Forms shall conform to the shapes, lines and dimensions of the members as indicated, and shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be braced or tied together so as to maintain position and shape.
- B. Formwork shall be observed by the Governing Authority and Design Engineer before pouring concrete. Before placing the reinforcement, surfaces of wood forms in contact with the concrete, unless lined, shall receive a thorough coating of form sealer. The Engineer shall have the right to reject any forms that do not appear to him to be sufficient as to alignment and of producing the required finished surface. Should misalignment of forms or screed, excessive deflection of forms or displacement of reinforcing occur during concrete placing, corrective measures shall be immediately made to the extent, if necessary, that placing operations shall be stopped and concrete removed from within forms. The surfaces to required dimensions and cross section. Exposed lines and surfaces shall not vary from dimensions shown on plans by more than 1/4 inch in 20 feet.
- C. Forms may be constructed of wood or metal. Earth forms for footings may be permitted if local conditions are favorable and approved by the Engineer. Form work for exposed concrete shall be form grade plywood.
- D. Studs, waler, and ties shall be so spaced that the load of wet concrete will not stress ties beyond the printed working load recommended by the manufacturer not cause spans of form material to deflect from a true surface.
- E. The Contractor shall maintain a continuous check upon formwork during the placing of concrete. An instrument check shall be periodically made or "Tattle Tail" rods or other devices shall be used to detect any settlement in forms.
- F. Conduits in Concrete: Conduits shall not displace reinforcing steel from its intended position, nor impair the strength of the structure and should be isolated.
- G. The Contractor shall assume all responsibility for removal of formwork. Elevated concrete slabs shall attain 70% of the specified ultimate strength before removing the forms. After removing forms, slabs shall be reshored at mid-span and at all points under shores supporting forms for the work above. No floor shall be loaded in excess of the live load for which designed unless adequate shores are place beneath members supporting the concrete of load.

3.02 PLACING REINFORCING STEEL

- A. Reinforcement shall be shop fabricated, accurately positioned and secured with not less than 16-gauge annealed wire or suitable clips.
- B. No bars, partially embedded in concrete shall be field bent, unless noted otherwise.
- C. Reinforcing bars shall be accurately placed and secured in position by approved chairs, spacers or ties to maintain the position of the reinforcing steel prior to and during placing of concrete.
- D. Reinforcing steel support chairs and bolsters for use in concrete to be exposed shall have galvanized steel leg.
- E. No splices shall be made, except as shown on approved Shop Drawings or approved in writing by the Engineer.

F. The placement of reinforcement shall be observed by the Governing Authority and Design Engineer before pouring of concrete. Should there be any delay in the work, reinforcement previously placed shall be reinspected and cleaned if necessary before concrete placement is resumed.

G. Metal reinforcement shall be protected by concrete cover. Where not otherwise shown, the thickness of concrete over the reinforcement shall be as follows:

Footings	3" clear sides and bottom
Slabs	3/4" clear, top and bottom
Beams	2" clear, all around
Walls	2" clear, both faces
Columns & Piers	2" clear

H. All splicing or reinforcement not shown shall be approved by the Engineer. Splices shall not be made a point of maximum stress and shall provide sufficient lap to transfer the stress between bars by bond. Hook and bending details, column tie arrangements, etc., shall be as shown by the S.R.A.I. Manual or the ACI Detail Engineering Manual.

I. Wire mesh reinforcing shall be placed one inch from top of concrete slabs on ground. Lap all joints 12 inches and extend mesh to within one (1) inch of sides and ends of slabs.

J. Wire brush all steel prior to placing concrete.

3.03 CONCRETE MIXING AND PLACING

A. Ready-mix concrete shall conform to ASTM C94. Not more than one (1) hour shall elapse between the time mixing water is added to the batch and the concrete is poured. No water shall be added on the job.

B. No concrete shall be placed until all embedded items and reinforcing have been placed in the forms and observed by the Engineer. At least 24-hour notice shall be given the Engineer of an impending pour, so that he may observe the work, prior to placing.

C. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent segregation or loss of materials.

D. Concrete shall be deposited in its final position to avoid segregations and separation do to rehandling or flowing. The placing shall be carried on at such a rate that concrete is at all times plastic and flows readily into the spaces between bars. When placing is once started, it shall be carried on as a continuous operation, until placement of that section is completed.

E. Concrete shall be worked into and around bars and embedded items with spades, rods, trowels, and vibrators, so as to produce a solid homogeneous mass, free of voids, pockets, or honeycombs.

F. Construction joints shall be installed and located as indicated. Where a joint occurs, the surface of the concrete shall be thoroughly cleaned and all laitance removed and shall be left rough or mechanically roughened, thoroughly wetted and slushed with a coat of neat cement grout immediately before placement of new concrete.

G. All embedded items, including anchor bolts and dowels, shall be in place, preset and held in position, before any concrete is placed.

H. No concreting shall be performed when ambient temperatures are below 40° F or if the temperature is predicted by the local U.S. Weather Bureau will fall below 40°F within 24 hours

after the time of installation.

- I. No concrete shall be installed against frozen ground. All foundation cavities and slab areas that have frozen, shall be thoroughly clean of all loose earth prior to pouring concrete.
- J. All newly poured concrete shall be protected from freezing or near freezing weather during the cure period.
- K. Hot weather precautions shall be taken whenever the maximum air temperature exceeds 80°F during the day. Hot weather concreting shall be performed in accordance with ACI 305.

3.04 ANCHORAGE

- A. Slots, inserts, and connections elements for anchoring items to concrete shall be built into forms before placing concrete.

3.05 SLABS ON GRADE

- A. Concrete shall be compacted, screeded to grade, and prepared for the specified finish. Slabs shall be placed in panels in alternate checkerboard pattern or in alternate lanes divided into panels. Each panel shall be approximately square terminated by slab joints.
- B. Contraction joints shall be true to line 1/8 inch wide, and of depth equal to approximately 1/4 of the slab thickness. Joints shall be sawed or formed.

3.06 CURING

- A. Provisions shall be made for maintaining concrete in a moist condition for at least 10 days after the placement of the concrete, or by one of the following methods:
 - 1. Spraying with water or ponding
 - 2. Using moisture retaining covers
 - 3. Concrete curing compound, W.R. Meadows CS-309 or Guardian Chemical Co., Master Builders or Triple-Cure by Cobra Chemicals.
- B. The spraying water shall be applied on unformed surfaces within one hour after the forms are stripped and the spraying shall be continuous. The moisture retaining cover shall be applied on unformed surfaces immediately after the concrete is finished. If there is any delay, the concrete shall be kept moist until the application is made. If the surfaces are formed, the forms shall be removed, and the concrete sprayed lightly with water before the cover is applied.
- C. When concrete surfaces are to receive applied finishes of materials, all curing compounds shall be checked for compatibility with other material to be applied to the concrete surfaces before application.

3.07 CONCRETE FINISHES

- A. All poured joints, voids, honeycombs and other imperfections shall be patched within the same working day that forms are removed.
- B. Troweled Finish:
 - 1. Troweled finish shall be applied to the surface of all floors unless ceramic tile, quarry tile or pavers are called for on finish schedule.

2. Floor slabs shall be screeded to an even surface by the use of straight-edge and screeding strips accurately set to the proper grade. The concrete shall be floated with a wood float in a manner which will compact it and produce a surface free from depressions or inequalities of any kind. Floors shall be level with a tolerance of 1/8 inch in 10 feet except where drains are indicated. After the concrete has hardened sufficiently to prevent fine materials from working to the top and has been allowed to stand until all water sheen has disappeared, it shall be steel troweled. Final troweling shall be done after the concrete is hard enough that no mortar accumulates on the trowel and a ringing sound is produced as the trowel is drawn over the surface. The drying of the surface moisture before troweling shall proceed naturally and shall not be hastened by the dusting on of dry sand or cement.
- C. Non-slip Finish: All exterior platforms and step treads shall be made non-slippery by application at not less than 1/4 lb. per square foot of aluminum oxide or emery aggregate graded from particles retained on a #50 mesh screen to particles passing an 1/8-inch screen placed during the finishing process. Abrasive aggregate shall be sprinkled by hand as soon as the freshly placed cement will support the weight of workmen and floated into the surface.
 - D. Unfinished Slabs: Depressed slab areas to receive ceramic quarry tile or pavers shall be finished to remove all laitance and to leave a slightly roughened, surface to insure bond. The surface of the slab shall not vary in any direction more than 1/8 inch when tested with a 10-foot straight edge. The straight edge shall be lapped one half its length as the test is being made.

3.08 3.08 CONCRETE FLOOR HARDENER

- A. All concrete floor slabs shall be cured with concrete floor hardener, "Clear Bond", as manufactured by Guardian Chemical, "Triple-Cure" by Cobra Chemicals, or "Seal tight Cs-309" by W.R. Meadows. The floor hardener shall be applied in strict accordance with the manufacturer's recommendations.
- B. Walks shall be tooled, full 1-inch deep into separate slabs as indicated. Surface edges of each slab shall be rounded to approximately 1/4-inch radius.
- C. Final finish shall be a medium or light broom finish and all tool marks completely removed.
- D. Expansion joints shall be placed a maximum 20-foot intervals and at all intersections with steps, curbs, other walks, or abutting structures. Joints shall extend from the surface to the subgrade at right angles to the sidewalk.
- E. Expansion joint filler shall be 1/2 inch thick and as wide as the full width and depth of the sidewalk.

SECTION 05505
MISCELLANEOUS METAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required to install all miscellaneous metal as shown on the Drawings and specified herein.

1.02 RELATED WORK

- A. Anchor bolts for equipment are included in the respective sections of Division 15.
- B. Pipe sleeves, wall sleeves, and wall castings: Division 15.

1.03 COORDINATION

- A. The work of this Section shall be completely coordinated with the work of other Sections. Verify at the site both the dimensions and work of other trades adjoining items of work in this section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this Section that are to be built into the network of other sections.

1.04 SUBMITTALS

- A. Shop drawings, work drawings, and product data, as provided for in Section 01340, showing at least sizes of members, method of assembly, materials, anchorage, and connection to other members shall be submitted to the Engineer for review before fabrication.
- B. Submit Drawings and data including details, fasteners, dimensions, and any other pertinent descriptive literature.

1.05 FIELD MEASUREMENTS

- A. Field measurements shall be taken at the site to verify or supplement indicated dimensions and to ensure proper fitting of all items.

1.06 REFERENCE SPECIFICATIONS

- A. American National Standards Institute (ANSI):
 - A-14.3 Safety Requirement for Fixed Ladders
- B. American Society of Testing and Materials (ASTM):
 - A-36 Specification for Structural Steel
 - A-48 Specification for Gray Iron Castings
 - A-53 Specification for Pipe, Steels, Black and Hot-Dipped, Zinc-Coated, Welded, and Seamless
 - A-123 Specification for Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Castings, Plates, Bars, and Strips

- A-153 Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- A-307 Specification for Carbon Steel Externally Threaded Standard Fasteners
- A-325 Specification for High-Strength Bolts for Structural Steel Joints
- A-386 Specification for Zinc-Coated (Hot-Dip) on Assembled Steel Products
- A-446 Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
- A-525 Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
- A-611 Specification for Steel, Cold-Rolled Sheet, Carbon, Structural
- B-209 Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- B-221 Specification for Aluminum-Alloy Extruded Bars, Rods, Wires, Shapes, and Tubes
- B-429 Specification for Aluminum-Alloy Extruded Structural Pipe and Tube
- C. American Iron and Steel Institute (AISI):
 - 316 Stainless Steel Bolts, Bars, and Shapes
 - 316 Stainless Steel Plate and Sheet
- D. American Welding Society (AWS):
 - 1. AWS Specification for Ac Welding (Type E70XX) Welding Rods for Steel
- E. Southern Building Code Congress International, Inc. (SBCCI)
- F. Federal Specification:
 - 1. FS-FF-B-575C Bolts, Hexagon and Square
- G. Military Specifications:
 - 1. MIL-P-15145
- H. National Fire Protection Association (NFPA):
 - 1. 101 Life Safety Code
- I. Occupational Safety and Health Act (OSHA):
 - 1. Standards

1.07 MISCELLANEOUS STANDARDS

- A. Unless otherwise specified, materials shall conform to the following:
 - 1. Structural Steel; ASTM A36

2. Welded and Seamless Steel Pipe; ASTM A53
3. Gray Iron Castings; ASTM A48, Class 30
4. Galvanizing, General; ASTM A123
5. Galvanizing, Hardware; ASTM A153
6. Galvanizing, Assemblies; ASTM A386
7. Bolts and Nuts; ASTM, A307
8. Stainless Steel Bolts, Bars and Shapes; AISI, Type 316
9. Stainless Steel Plate & Sheet; AISI, Type 316
10. Welding Rods for Steel AWS Specification for Arc Welding

PART 2 - PRODUCTS

2.01 ANCHORS, BOLTS, AND FASTENING DEVICES

- A. Anchors, bolts, etc., shall be furnished as necessary for installation of the work of this Section.
- B. Compound masonry anchors shall be of the type shown or required and shall be equal to Star Slugin compounded masonry anchors manufactured by Star Expansion Industries, equal to Phillips Drill Co., Rahlplug, or equal. Anchors shall be minimum "two unit" type.
- C. The bolts used to attach the various members to the anchors shall be the sizes shown or required. Stainless steel shall be attached to concrete or masonry by means of stainless-steel machine bolts and iron or steel shall be attached with steel machine bolts unless otherwise specifically noted.
- D. Unless otherwise noted, expansion bolts shall be Phillips Drill Co. "Wedge Anchors", Hilti "Kwik-Bolt", or equal. When length of bolt is not called for on the Drawings, the length of bolt provided shall be sufficient to place the wedge portion of the bolt a minimum of 1-inch behind the reinforcing steel within the concrete. Material shall be as noted on the Drawings. If not noted, provide in galvanized steel.
- E. Adhesive anchors indicated shall be Hilti HVA Anchors or equal. Manufacturer's written installation instructions shall be supplied and followed.
- F. Bolts and nuts shall conform to Federal Specification FF-B-575C. Bolts and nuts shall be hexagon type. Stainless steel bolts, nuts, screws, washers, and related appurtenances shall be equal to AISI Type 302. All exposed portions of anchor bolts installed in concrete shall be greased, wrapped in burlap or plastic sleeve and tied.
- G. Toggle bolts shall be Diamond, Keystone, Star, or equal.

2.02 STEEL MISC. ITEMS

- A. Sleeves shall be steel or cast-iron pipe in walls and floors with end joints as shown on the Drawings. All pipe sleeves shall have center anchor around circumference as shown.
- B. All miscellaneous lintels and closures required but not specifically shown on the Drawings shall

be galvanized steel and shall be provided as a part of this Section sized as required for strength and coverage.

- C. Miscellaneous steel pipe for sleeves and lifting attachments and other uses shall be Schedule 40 pipe fabricated according to details as shown on the Drawings.
- D. Steel Support channels shall be of the dimensions and slope shown on the Drawings, conform to ASTM SPECIFIED and shall include all (stainless) steel hardware as required or specified herein.

2.03 CAST IRON ITEMS

- A. General cast iron castings shall be uniform quality free from blowholes, shrinkage, distortion, or other defects. They shall be smooth and well cleaned by shot blasting. Metal used in the castings shall conform to ASTM A48 Class 35. Tolerances shall be plus or minus 1/16-inch. Castings shall conform to CMUD Standards.
- B. Drains shall be of a good quality, strong, tough even grained cast iron except as otherwise specified below. Castings shall be as manufactured by the U.S. Foundry, Neenah Foundry, Mechanics Iron Foundry, or equal. Sizes shall be as shown on the Drawing.

PART 3 - EXECUTION

3.01 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connections to steel or cast iron shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.
- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the Standard Code for Arc and Gas Welding in Building Construction of the AWS and shall only be done where shown, specified, or permitted by the Engineer. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- E. All steel finish work shall be thoroughly cleaned, by effective means, of all loose mill scale, rust, and foreign matter before shipment and shall be given one shop coat of primer, compatible with finish coats specified in Section 09900 after fabrication but before shipping. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces. Abrasions in the field shall be touched up with primer immediately after erection. Final painting is specified in Section 09900.
- F. Galvanizing, where required, shall be the hot-dip zinc process after fabrication. Following all manufacturing operations, all items to be galvanized shall be thoroughly cleaned, pickled, fluxed, and completely immersed in a bath of molten zinc according to ASTM A525. The resulting coating shall be adherent and shall be the normal coating to be obtained by

immersing the items in a bath of molten zinc and allowing them to remain in the bath until their temperature becomes the same as the bath. Coating shall be not less than 2 ounces per square foot of surface.

- G. Zinc coating which has been burned by welding, abraded, or otherwise damaged shall be cleaned and repaired after installation. The damaged area shall be thoroughly cleaned by wire brushing and all traces of welding flux and loose or cracked zinc coating removed prior to painting. The cleaned area shall be painted with two coats of zinc oxide-zinc dust paint conforming to the requirements of Military Specifications MIL-P-15145. The paint shall be properly compounded with a suitable vehicle in the ratio of one-part zinc oxide to four parts zinc dust by weight.

3.02 INSTALLATION

- A. Where items are cast into concrete, back paint contact areas before setting.
- B. All steel surfaces to come in contact with exposed concrete or masonry shall receive a protective coating of an approved heavy bitumastic troweling mastic applied in accordance with the manufacturer's instructions prior to installation.

END OF SECTION

SECTION 09865
SURFACE PREPARATION AND SHOP PRIME PAINTING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein and as shown on the drawings.

1.02 RELATED WORK

- A. Field painting is included in Section 09900.

1.03 SUBMITTALS

- A. Submit to the ENGINEER for review in accordance with Section 01340 complete shop drawings, MANUFACTURER'S specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thickness.
- B. Submit to the ENGINEER for review in accordance with Section 01340 representative physical samples of the proposed primers.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Non-Primed Surfaces:

- 1. Gears, bearings surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the ENGINEER up to the time of the final acceptance test.

B. Compatibility of Coating Systems:

- 1. Shop priming shall be done with primers that are guaranteed by the MANUFACTURER to be compatible with their corresponding primers and finish coats specified in Section 09900 for use in the field and which are recommended for use together.

PART 3 - EXECUTION

3.01 APPLICATION

A. Surface Preparation and Priming:

- 1. Non-submerged components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-6, "Commercial Grade," immediately prior to priming.
- 2. Submerged components scheduled for priming shall be sandblasted clean in accordance with SSPC-SP-10 "Near White," immediately prior to Priming.
- 3. Surfaces shall be dry and free of dust oil, grease dirt, rust, loose mill scale and other

foreign material before priming.

4. Shop prime in accordance with approved paint Manufacturer's recommendations.

END OF SECTION

SECTION 15280
ELEVATED STORAGE TANK

PART 1 - GENERAL

1.01 SCOPE

- A. Under this heading, shall be included the furnishing of all labor, materials, and equipment for constructing and erecting a 100,000-gallon multi-leg elevated steel tank together with tank foundations, tank painting and accessories.

1.02 GENERAL

- A. The tank shall have a net capacity of 100,000 gallons. The height from the top of the concrete foundations to the lower capacity level shall be 109 feet. The head range from low water level to overflow shall be 22 feet.
- B. The conditions, materials, design, and construction of the elevated steel water storage tank shall comply with the provisions of AWWA Standard D100. The tank shall be of the ellipsoidal bottom type of latest welded design with 4 columns. Preference will be given to good-appearing designs with satisfactory operating characteristics.
- C. The minimum thickness of any metal contacting the water shall be 1/4-inch.
- D. The steel riser pipe shall be not less than 4 feet in diameter and shall have a suitable manhole located near the base.
- E. A balcony not less than 24 inches wide shall be provided on the tank, at the point where the bottom plates connect to the shell. The balcony shall be of such design as to carry safely all stresses caused by the stresses in the columns. A handrail, of pleasing appearance, at least 42 inches in height shall be provided on the balcony. The balcony floor plates shall be perforated for drainage.
- F. Steel ladders shall be provided on the inside and outside of the tank and on one column from the balcony to a point 6 feet above the top of the foundation. A Ladder Gate Climb Preventive Shield as manufactured by North Consumer Products, or equal, shall be installed a minimum of 10 feet above the ladder base, together with required mounting brackets. The outside tank ladder shall be of the revolving type, secured in two places. All ladders shall be equipped with the Saf-T-Climb Fall Preventative System and necessary mounting brackets as manufactured by North Consumer Products. All rails shall be standard galvanized. Two (2) Saf-T-Lok Sleeves and three (3) Saf-T-Belts shall be provided. Saf-T-Belt sizes shall be extra small, to fit waists 26 inches to 44 inches, small to fit waists 30 inches to 44 inches, and medium to fit waists 34 inches to 48 inches.
- G. A standard half-travel steel indicator with float shall be provided and mounted on the side of the tank facing in the direction as directed by the Engineer. The roof opening, through which the indicator operating mechanism passes, shall be so constructed as to prevent the entrance of insects.
- H. Provide removable safety grating at top of riser in bottom of tank.
- I. The tank roof shall be of the ellipsoidal type and constructed of steel plates not less than 1/4-inch in thickness. A suitable hatch or manhole, with minimum opening dimension of 24 inches shall be provided in the roof and the manhole shall be of a type having a frame extending above the roof with an overlapping cover extending down approximate 2 inches over the frame and equipped with proper locking device. A suitable finial for venting the tank with all openings

screened to prevent entrance of insects and birds, shall be provided at the peak of the tank roof.

- J. All parts of the tank and tower structure shall be built in accordance with the approved drawings. The workmanship and finish shall be in accordance with best practice.
- K. The tower shall be secured to the foundations by means of anchor bolts of adequate size and strength furnished and installed by the Contractor.
- L. See PART 4 at the end of this SECTION 15280, "Geotech" Report for site's Geotech.

PART 2 - PRODUCTS

2.01 QUALITY OF MATERIAL

- A. Except as otherwise specified or specifically approved, all metal in the tank and tower shall be made in accordance with current A36 or A283 specifications of the American Society of Testing Materials. Modifications allowed therein will be permitted.

2.02 STRENGTH AND STABILITY

- A. The tank and tower structure shall be designed in accordance with the general design requirements as specified in Paragraph 2 and to withstand the following loads, acting separately or in any combination.
 - 1. Weight of structure
 - 2. Weight of water in tank
 - 3. Wind stresses
 - 4. Seismic
- B. The tank and tower structure shall be designed to withstand safely the wind stresses caused by hurricane blowing at a rate of one hundred ten miles per hour from any direction. Seismic design shall be based on Zone 2 criteria.

PART 3 – EXECUTION

3.01 WELDING

- A. Metal work shall be jointed by welding. Welding operators shall be qualified in accordance with the American Welding Society's standard qualification procedure. Work to be welded shall be clean and free from loose scale, slag, rust, oil, water, paint, and other foreign matter in the area of the weld. Edges to be joined shall be prepared to permit thorough fusion and complete penetration and shall be firmly held during the welding process. Assembly and welding procedures shall be such as will result in a minimum of distortion from weld shrinkage. Weld metal shall be sound throughout and shall be free from excessive amounts of oxides, non-metallic inclusions, and gas pockets. Welding shall conform to all applicable requirements of the current Rules for Field Welding of Steel Storage Tanks of the American Welding Society and where not covered therein, the welding shall conform to the applicable requirements of the current AISC for Arc and Gas Welding in Building Construction. Shop welding may be performed by either the shielded arc process or submerged arc process. Field welding shall be performed by the shielded arc process.

3.02 FOUNDATIONS

- A. General: Foundations for the elevated storage tank shall be constructed in accordance with approved foundation drawings and shall consist of a center pier and five column piers of concrete, each of which shall be supported by a cluster of four piles. The foundations shall be designed to withstand safely hurricane loads of 110 miles per hour from any direction with no water in the tank. Foundations for the elevated storage pipe may be constructed in accordance with approved foundation drawings prepared by the tank manufacturer. Foundations shown on the drawings are for general arrangement only. Tank contractor shall be responsible for tank foundations.
- B. Excavation:
1. All excavation shall be covered by this specification. All materials of any nature encountered, in excavating for these foundations shall be removed by approved methods and later used for backfilling and for the required site grading to provide proper drainage and to present a pleasing appearance. Excavation shall be carried to the elevations indicated on the approved foundation drawings, or as directed by the Engineer in order to provide stable footings. Rough excavation shall be performed to within four inches of required grade, and the remainder shall be removed as part of the preparation for placing concrete. Foundation subgrades shall be machine tamped thoroughly prior to placing concrete thereon. Unordered over depth excavation shall be avoided and if such over depth excavation occurs, it shall be replaced with concrete. Unsuitable material encountered at or below subgrade elevation shall be removed and replaced with suitable material as directed by the Engineer.
 2. When all tank foundation subgrades have been excavated and before any concrete is placed thereon, the Engineer will inspect the subgrades and determine any additional depths and/or any additional dimensions that may be required to compensate for any faulty soil conditions and/or lack of uniformity of the soil among the several subgrades.
 3. Excavation shall be sheathed and braced as required to protect the work. Excavations shall be of such dimensions as required for proper work and in general shall be carried at least twelve inches beyond the outer lines of the concrete. Excavations shall be maintained clear of water, by pumping, well points, bailing, or drainage as required while work is in progress. Water shall not be allowed to flow over or rise up on earth foundations, pipe, concrete, piles or other work. Suitable excavated materials shall be used for backfilling and fill. Excess materials and unsuitable materials shall be disposed of in an approved manner.

3.03 PIPING

- A. The Contractor shall furnish and installed the tank piping as indicated on the drawings and as specified herein. This piping shall include the inlet and outlet line, a blowoff or drain line, an inside overflow line, and an overflow and drain line and ditch. Outside of the center pier, the piping shall be mechanical joint, ductile iron, conforming to specification Section 02510. The piping inside the tank and riser shall be galvanized steel pipe and galvanized malleable iron fittings. The piping inside the center shall be of types suitable for the intended purpose and shall conform to all applicable requirements of these specifications.
- B. The inlet and outlet line shall be connected to the bottom of the riser and shall extend upward inside the riser a minimum of 1'- 0" to prevent drawing off sediment from the bottom of the riser. This pipeline shall be 10-inch size.
- C. The blow off or drain line shall be connected to the bottom of the riser and connected to discharge into the overflow and drain line. It shall be not smaller than 2-1/2 inches and shall

include an approved blowoff valve. The valve shall be arranged suitable for proper operation and shall be provided with a locking device to prevent unauthorized operation.

- D. All piping inside the tank shall be supported securely in proper position. Underground piping shall be laid in accordance with good practice for this type of work. All piping shall be watertight, and approved tests shall be made to demonstrate water tightness of each line. All workmanship on piping shall conform to best standard practice. A 3/4-inch sampling tap and valve provided with locking device to prevent unauthorized operation shall be provided at 2'-0" above the base of the riser.

3.04 TANK TESTING

- A. Upon completion of erection, the tank shall be tested by filling with water to overflow elevation and any leaks or other defects which may appear shall be repaired so as to leave the tank in an absolutely watertight, first-class condition. The owner will furnish, without cost to the Contractor, the water required for testing, at such pressure as required to fill the tank. Contractor shall perform all necessary coordination with other work to test the tank before it is painted and to drain the tank to waste.

3.05 PAINTING

- A. See Section 09900.

3.06 STERILIZATION

- A. Adequate ventilation which will effectively remove solvents shall be provided for proper drying of paints on interior tank surfaces. A minimum of five days following the application of the final coat on the interior surfaces shall be allowed before the tank is sterilized or filled with water.
- B. The tank and appurtenant piping shall be sterilized in accordance with AWWA C652-86.
- C. Water and chlorine shall be added to the tank and appurtenant piping in amounts such that initially the solution will contain 50-mg/l available chlorine and fill approximately 5 percent of the total storage volume of the tank. This solution shall be held in the tank for a period of not less than 6 hours. The tank shall then be filled to the overflow level by flowing potable water into the highly chlorinated water. It shall be held full for a period of not less than 24 hours. All highly chlorinated water shall then be purged from the drain piping. Following this procedure, and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the remaining water may be delivered to the distribution system, provided the free chlorine residual in the storage facility is reduced to not more than 2 mg/l.
- D. The actual volume of the 50-mg/l chlorine solution shall be such that, after the solution is mixed with filling water and the storage facility is held full for 24 hours, there will be a free chlorine residual of not less than 2 mg/l.
- E. After the chlorination procedure is completed, and before the storage facility is placed in service, water from the full facility shall be sampled and tested for coliform organisms in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." The water samples shall be analyzed by independent testing laboratory. Copies of the laboratory test reports shall be submitted to the Engineer.
- F. If the test for coliform organisms is negative, then the storage facility may be placed in service. If the test shows the presence of coliform bacteria, repeat samples shall be taken until two consecutive samples are negative, or the storage facility shall again be subjected to disinfection. The Contractor shall be responsible for all disinfection and bacteriological testing.

3.07 CLEANING UP

- A. Upon completion of work at the tank, the Contractor shall remove and dispose of all rubbish and other unsightly material resulting from his operation and shall leave the site in a neat and satisfactory condition.

3.08 INFORMATION TO BE FURNISHED BY BIDDER

- A. The bidder shall submit with his bid the following:
 - 1. A drawing showing the tank and tower dimensions, height to lower and upper capacity levels, sizes of principal members and thickness of plates in all parts of the tank and tower, and welding data for each type of joint.
 - 2. A drawing showing foundation dimensions, reinforcing steel and anchor bolts.
 - 3. A set of design computations for structural members and foundations. The computations shall be in sufficient detail for checking by the Engineer.
 - 4. The number, name and sizes of all accessories included.
 - 5. Schedule and catalog data of materials to be used for painting.
- B. During construction, the Contractor shall submit the following information.
 - 1. Printed instruction of paint manufacturer.
 - 2. Letter of approval of paint applicator written by paint manufacturer.
 - 3. Letter from paint manufacturer indicating that quantity of each paint coating purchased for this job was sufficient to properly coat all surfaces, making reference to square footage figures provided by the Contractor.

PART 4 – SOIL REPORT

4.01 SOIL BORINGS AND SOIL REPORT

- A. Test borings and Sub-Surface Exploration Report are included as part of these documents on the following pages. This report furnishes soil boring information and approximate location. No guarantee can be given for the accuracy of consistency over the entire project site. The contractor should conduct his own investigation of soil conditions.
- B. The following paragraph is an excerpt from Subsurface Exploration and Geotechnical Engineering Evaluation, Dudley Elevated Water Tank, Dudley, Laurens County, Georgia by Geotechnical & Environmental Consultants, Inc., July 03, 2019, GEC Project No. 190561.210:

“The proposed tank can be constructed on conventional shallow foundations bearing on the in-place soils, reworked soils, or structural fill meeting the compaction requirements of Section 5.2, *Earthwork*. Based on the soils encountered during our exploration, we recommend a uniform net allowable soil bearing pressure of 2,500 psf be used for shallow foundation design of the proposed tank foundations. Exterior foundations should bear at a minimum of 18 inches below external grades to preclude damage due to frost penetration.”

“The concrete slab-on-grade floor for the proposed utility building may be

designed using a modulus of subgrade reaction of 100 pci for the soil types encountered at this site.”

END OF SECTION