

2025

WELL #1 AND WELL #5 CHLORINATION

Bidding Documents and Technical Specifications



HIGHLAND CITY

Highland City Public Works
Highland City
December 2025

Highland City

Well #1 and Well #5 Chlorination

BIDDING DOCUMENTS AND TECHNICAL SPECIFICATIONS

December 2025

Prepared For:

Highland City

5400 W Civic Center Dr

Highland, Utah 84003



Prepared By:

BT Engineering

TABLE OF CONTENTS

Well #1 and Well #5 Chlorination

Reference Number	Title	No. of Pages
---------------------	-------	-----------------

BIDDING REQUIREMENTS

00 00 30	Invitation to Bid.....	2
00 10 00	Instructions to Bidders	10
00 30 00	Bid Form.....	8
00 43 00	Bid Bond.....	2
00 44 00	Contractor's Qualification and Experience	2

CONTRACT FORMS

00 51 00	Notice of Award	1
00 52 00	Agreement	6
00 53 00	Change Order	1
00 55 00	Notice to Proceed	1
00 61 00	Performance Bond.....	3
00 61 50	Payment Bond	3
00 62 00	Contractor's Application for Payment	1
00 62 50	Certificate of Substantial Completion	2

CONTRACT CONDITIONS

00 70 00	General Conditions.....	71
00 80 00	Supplementary Conditions	13

TECHNICAL SPECIFICATIONS

01 10 00	Summary of Work.....	1
01 10 25	Measurement and Payment.....	3
01 14 13	Site Access	2
01 30 00	Administrative Requirements.....	3
01 33 00	Submittal Procedures	4
01 35 00	Safety and Site Guidelines.....	5
01 50 00	Temporary Controls.....	4
01 52 00	Construction Facilities	3
01 64 00	Owner Installed Products.....	1
01 71 13	Mobilization	2
01 75 00	Startup Procedures	3
01 78 50	Project Closeout	9
26 05 00	Electrical General Requirements.....	4
26 05 05	Electrical Equipment.....	11
26 05 13	Conductors and Cables	4
26 05 33	Raceway	6

26 05 34	Electrical Boxes and Fittings	3
26 29 23	VFD	13
32 12 16	Hot-Mix Asphalt Concrete Paving	5
33 05 20	Trenching	6
33 10 00	Piping Materials and Components	6
33 12 16	Valves and Mechanical Equipment.....	3
46 31 11	Chlorination Equipment.....	6
 APPENDIX		
	Apex Shed - Specs and Details	1

END OF TABLE OF CONTENTS

DOCUMENT 00 00 30
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Qualified Bidders are invited to bid on the Construction Contract known as ***Well #1 and Well #5 Chlorination.***
- B. The location of the project is at Well #1 (10535 North 5600 West) and Well #5 (5555 West 11000 North), ***Highland City, Utah.***
- C. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:

The installation of chlorination equipment, including electrical, in order to equip the existing drinking water Well #1 and Well #5.
- D. All questions relative to the project shall be submitted via the Utah Public Procurement Place (U3P) website. Questions received after January 2, 2026 at 5:00 p.m. may not be answered.

1.2 BID LOCATION AND OPENING

- A. Bids are required to be submitted online via the Utah Public Procurement Place (U3P) website. A hardcopy of the bid will NOT be allowed to be submitted at the city. Bids are due by 10:00 a.m. on Thursday, January 8, 2026.

1.3 BID SECURITY

- A. Bid security in the amount of 5 % (percent) of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.4 PRE-BID CONFERENCE

- A. Prospective BIDDERS are encouraged to attend a Pre-Bid conference which will be held at the Highland City offices located at 5400 W Civic Center Dr, Suite 1, Highland, Utah 84003 at 3:00 p.m. on Tuesday, December 16, 2025. The object of the conference is to acquaint BIDDERS with the site conditions, specifications, and to answer any questions which BIDDERS may have concerning the project.

1.5 CONTRACT TIME

- A. All Work shall be substantially completed on or before May 15, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 15, 2026.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. CONTRACT DOCUMENTS can be obtained via the Utah Public Procurement Place (U3P) website and the City's website <https://www.highlandut.gov/202/Bidding>.

1.7 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the OWNER. Only bids giving a firm quotation properly signed will be accepted.

1.8 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 30 days after the day of Bid opening. Bidders who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

END OF DOCUMENT

DOCUMENT 00 10 00
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 CONTRACT DOCUMENTS can be obtained via the Utah Public Procurement Place (U3P) website and the City's website <https://www.highlandut.gov/202/Bidding>.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 In selecting the lowest responsible BIDDER, consideration will be given not only to the financial standing but also to the general competency of the BIDDER for the performance of the work covered by the BID. No BID for the work will be accepted from a CONTRACTOR who does not hold an active Contractor's license in good standing applicable to the type of work BID upon at the time of opening BIDS.
- 3.2 Consideration will be given to the Contractor's ability to complete the project on schedule. The Owner reserves the right to reject the BID from a Contractor which does not have the established financial standing, previous experience of similar projects, or the equipment and work force to complete the project on schedule.
- 3.3 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, present commitments, and such other data.
- A. In order to be considered qualified for this project Contractor shall have completed at least 3 similar drinking water chlorination projects within the past 5 years. The Owner reserves the right to evaluate the qualifications of the bidders and waive any requirements accordingly.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.1.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03 of the General Conditions has been identified and established in paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

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

4.3 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.3.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 5.06 of the General Conditions has been identified and established in paragraph 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04 and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.
- 4.5 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to locating of excavation and utility.
- 4.6 Additional Owner Provided Information:
- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
 - B. Paragraph 7.13.G of the General Conditions states that if an Owner safety program exists it will be noted in the Supplementary Conditions.
- 4.7 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of Hazardous

Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions;

- E. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.1 A pre-Bid conference will be held at 3:00 p.m. on Tuesday, December 16, 2025 at the Highland City offices located at 5400 W Civil Center Dr, Suite 1, Highland, Utah 84003. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted online through the Utah Public Procurement Place website. Questions received after January 2 at 5:00 p.m. may not be answered. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded by Engineer as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430) issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.
- 8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award

may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.3 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.1 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested

substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 7.06 of the General Conditions.

- 12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.4 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07.

ARTICLE 13 - PREPARATION OF BID

- 13.0 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.2 All blanks on the Bid form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.6 A Bid by an individual shall show the Bidder's name and business address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 13.8 All names shall be printed in ink below the signatures.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.

- 13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS

14.1 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions.
- A. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.2 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

- 15.1 The Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time

indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.1 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.6 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.1 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF DOCUMENT

DOCUMENT 00 30 00
BID FORM

Project Identification: Well #1 and Well #5 Chlorination

ARTICLE 1 - BID RECIPIENT

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

- E. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract..
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

WELL #1 BID SCHEDULE

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
1.1	Mobilization	1	L.S.		\$
1.2	Piping Modifications and Chlorination Equipment Inside Well House	1	L.S.		\$
1.3	Install Electric Actuator on Existing Valve	2	Each	\$	\$
1.4	6' x 6' Shed for Chlorination Equipment	1	L.S.		\$
1.5	Chlorination Equipment Inside Shed	1	L.S.		\$
1.6	Electrical / HVAC	1	L.S.		\$
WELL #1 BID SCHEDULE TOTAL				\$	

WELL #5 BID SCHEDULE

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
2.1	Mobilization	1	L.S.		\$
2.2	Piping Modifications and Chlorination Equipment Inside Well House	1	L.S.		\$
2.3	6' x 6' Shed for Chlorination Equipment	1	L.S.		\$
2.4	Chlorination Equipment Inside Shed	1	L.S.		\$
2.5	Electrical / HVAC	1	L.S.		\$
WELL #1 BID SCHEDULE TOTAL				\$	

COMBINED BID SCHEDULE TOTAL	\$
------------------------------------	-----------

Highland City reserves the right to remove or add portions of each schedule in order to match the provided funding for this project.

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

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

6.2 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

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

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check);
- B. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids.

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.1 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: _____

SEAL,
if required
by State

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

Name (typed or printed):

A Corporation

Corporation Name:

State or Jurisdiction of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability):

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

Name (typed or printed):

Title: _____

CORPORATE
SEAL,
if required by State

Attest _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State or other jurisdiction where
Project is located] is ____/____/____

A Joint Venture

Name of Joint Venture:

First Joint Venture Name:

SEAL,
if required
by State

By:

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

Name (typed or printed):

Title:

Second Joint Venture Name:

SEAL,
if required
by State

By:

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

Name (typed or printed):

Title:

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

Bidder's Business address:

Business Phone No. (_____)_____

Business FAX No. (_____)_____

Business E-Mail Address

State Contractor License No. _____ . (If applicable)

Employer's Tax ID No.

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.2 Bid submitted on _____, 20__.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

Highland City
5400 W Civic Center Dr, Suite 1
Highland, Utah 84003

BID

Bid Due Date:
Description: **Well #1 and Well #5 Chlorination**

BOND

Bond Number:
Date (*Not earlier than Bid due date*):
Penal sum _____

(Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

DOCUMENT 00 44 00
CONTRACTOR'S QUALIFICATION AND EXPERIENCE

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- A. CONTRACTOR's name: _____
- B. CONTRACTOR's Representative: _____
- C. CONTRACTOR's Telephone Number: _____
- D. CONTRACTOR's License: Primary Classification _____
State License No. _____
Supplemental Classifications held, if any. _____
- E. Number of years as a contractor in Construction Work of this type: _____
- G. Name of person who inspected site of proposed work for your firm:

Name: _____ Date of Inspection: _____
- I. A certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company will not be required with submission of the bid, but may be required by the OWNER of the apparent successful bidder prior to award as part of the evaluation and review process.
- J. List of current jobs now under construction (use additional sheets if necessary):
- | | <u>Client Reference</u> | <u>Telephone No.</u> | <u>Dollar Amt.</u> | <u>Type of Job</u> |
|----|-------------------------|----------------------|--------------------|--------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
- K. List similar projects completed within the last five years (use additional sheets if necessary). **In order to be considered qualified for this project Contractor shall have completed at least 3 similar drinking water chlorination projects within the past 5 years. The Owner reserves the right to evaluate the qualifications of the bidders and waive any requirements accordingly.**

	<u>Client Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	<hr/>			
2.	<hr/>			
3.	<hr/>			
4.	<hr/>			
5.	<hr/>			
6.	<hr/>			
L.	Have you ever failed to complete any work awarded to you? If so, when, where and why?			
	<hr/>			
	<hr/>			

CONTRACTOR's Signature

- END OF DOCUMENT -

DOCUMENT 00 51 00
NOTICE OF AWARD

Date: _____

Project: Highland City – Well #1 and Well #5 Chlorination

Owner: Highland City

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: _____

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Highland City

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

This Agreement is by and between Highland City ("Owner") and _____ ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

The installation of chlorination equipment, including electrical, in order to equip the existing drinking water Well #1 and Well #5.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Highland City – Well #1 and Well #5 Chlorination**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **BT Engineering** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

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

- 4.02 *Contract Times: Dates*

A. All Work shall be substantially completed on or before **May 15, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 15, 2026**.

- 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

DOCUMENT 00 52 00

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
- \$ _____.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95%** percent of the value of the Work completed (with the balance being retainage).
 - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

DOCUMENT 00 52 00

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **N/A** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: **Well #1 and Well #5 Chlorination**.
 - 7. Addenda (numbers ____ to ____, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

DOCUMENT 00 52 00

- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

DOCUMENT 00 52 00

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

DOCUMENT 00 52 00

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

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

Owner:

Highland City

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Highland City

5400 W. Civic Center Dr, Suite 1

Highland, Utah 84003

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

DOCUMENT 00 53 00
Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

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

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

DOCUMENT 00 55 00
Notice to Proceed

Date: _____

Project: Well #1 and Well #5 Chlorination

Owner: Highland City

Owner's Contract No.:

Contract: Well #1 and Well #5 Chlorination

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before you may start any Work at the Site, Article 6 of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Highland City
5400 W. Civic Center Dr, Suite 1
Highland, Utah 84003

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

DOCUMENT 00 61 50

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

Highland City
5400 W. Civic Center Dr, Suite 1
Highland, Utah 84003

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are

dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

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

Contractor's Certification

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

By: _____

Date: _____

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

is recommended by: _____ (Date) _____
(Engineer)

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

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding Agency (if applicable)

Endorsed by the Construction Specifications Institute.

DOCUMENT 00 62 50
Certificate of Substantial Completion

Project: Well #1 and Well #5 Chlorination

Owner: Highland City

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

_____ Executed by Engineer	_____ Date
-------------------------------	---------------

_____ Accepted by Contractor	_____ Date
---------------------------------	---------------

_____ Accepted by Owner	_____ Date
----------------------------	---------------

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright© 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities	18
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		22
6.01	Performance, Payment, and Other Bonds	22
6.02	Insurance—General Provisions	22
6.03	Contractor’s Insurance	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	28
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	29
7.06	Substitutes	30
7.07	Concerning Subcontractors and Suppliers	31
7.08	Patent Fees and Royalties	32
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	36
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		41
8.01	Other Work	41
8.02	Coordination	41
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings	43
9.06 Insurance.....	43
9.07 Change Orders	43
9.08 Inspections, Tests, and Approvals.....	44
9.09 Limitations on Owner’s Responsibilities	44
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative.....	45
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07 Limitations on Engineer’s Authority and Responsibilities	45
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	46
11.03 Work Change Directives.....	47
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work.....	47
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety.....	51

Article 12—Claims.....	51
12.01 Claims.....	51
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	56
13.03 Unit Price Work	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	57
14.01 Access to Work.....	57
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	58
14.04 Acceptance of Defective Work.....	58
14.05 Uncovering Work	59
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion.....	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	65
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	67
Article 16—Suspension of Work and Termination	68
16.01 Owner May Suspend Work	68
16.02 Owner May Terminate for Cause.....	68
16.03 Owner May Terminate for Convenience.....	69
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	70
17.01 Methods and Procedures.....	70
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	70
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71
18.07	Controlling Law	71
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

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.

DOCUMENT 00 80 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2018 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

The terms used in these supplementary conditions which are defined in the standard general conditions of the construction contract (EJCDC C-700, 2018 edition) have the meanings assigned to them in the general conditions.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

- A. Owner shall furnish to Contractor an electronic PDF copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will the responsibility of Contractor.

2.06 *Electronic Transmittals*

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

- D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor (“Request”) in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor’s sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor’s use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor’s subcontractors. Contractor warrants that subsequent use by Contractor’s subcontractors complies with all terms of the Contract Documents and Owner’s response to Request.

ARTICLE 3 – DOCUMENTS INTENT, REQUIREMENTS, REUSE

3.03 Reporting and Resolving Discrepancies

SC-3.03 Supplement Paragraph 3.03 of the General Conditions by adding the following paragraph:

- C. In the event of an inconsistency between provisions in any of the contract documents, the order of precedence shall be established by the most stringent of the criteria and conditions.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Time; Notice to Proceed

SC-4.01.A Delete paragraph 4.01.A of the General Conditions and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. Any Work undertaken by CONTRACTOR prior to the date indicated in the Notice to Proceed will be entirely at his own risk.

ARTICLE 5 – SITE, SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following report of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:
 - 1. None
- F. The following 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) are known to Owner that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:
 - 1. None
- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents by requesting copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following report are known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:
 1. None
5. The following drawings are known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:
 1. None

ARTICLE 6 – BONDS AND INSURANCE

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds*: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess must include as additional insureds (in addition to Owner and Engineer) the following: **None**
- E. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

- F. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content*: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

Well #1 and Well #5 Chlorination

00 80 00-6

1. Regular working hours will be **7:00 a.m. to 5:00 p.m.**

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

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

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as any hours over 8 hours on any regular work day and any hours worked on Saturday, Sunday, and any legal holiday.

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Add the following new paragraph immediately after Paragraph 7.07.M:

- N. The Contractor shall not award work valued at more than forty (40%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.13 Safety and Protection

SC-7.13. Add the following new paragraph immediately after Paragraph 7.13.J:

- H. Protection of Person and Property: CONTRACTOR is solely responsible for safety measures in connection with the Project. CONTRACTOR shall take appropriate measures to prevent damage, injury or loss to: (1) all persons on the site or who may be affected by the Project; (2) all labor, materials and equipment to be incorporated into the Project; (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities. CONTRACTOR shall comply with all applicable laws and regulations relating to the safety and protection of persons or property. CONTRACTOR shall erect and maintain all necessary safeguards for such safety and protection. If CONTRACTOR must enter a confined space, it shall have all personnel and monitoring equipment on site to necessary to comply with all OSHA and Owner's safety guidelines. A Confined Space Entry Permit shall be properly completed before entering a confined space. CONTRACTOR shall be responsible to erect and maintain all necessary traffic barricades and to provide all necessary traffic control. CONTRACTOR shall notify owners of adjacent property, including Blue Stakes notification to underground utility owners and shall cooperate with them in the protection, removal, relocation or replacement of their property. Any damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor,

supplier, individual or entity performing the Project, shall be remedied by CONTRACTOR.

ARTICLE 8 – OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Add the following new paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hinderance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

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

- C. The Resident Project Representative (RPR) will be Owner's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with

Owner and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
 - a. Serve as Owner's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Owner in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Owner in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*

- a. Participate in Owner's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Owner's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

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

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

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

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 extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent 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 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

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

1. Twenty 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.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.02 *Arbitration*

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

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the

conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the nonpaying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 Attorneys' Fees

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

END OF SECTION 00 80 00

**SECTION 01 10 00
SUMMARY OF WORK**

PART 1 GENERAL

1.1 GENERAL

- A. The work to be performed under this project shall consist of furnishing all labor, materials, and equipment necessary or required to complete the work in all respects as shown on the plans Drawings and as herein specified.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The installation of chlorination equipment, including electrical, in order to equip the existing drinking water Well #1 and Well #5.

1.3 CONTRACTOR USE OF PREMISES

- A. CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities.

1.4 PROJECT SECURITY

- A. CONTRACTOR shall make all necessary provisions to protect the project and CONTRACTOR's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

1.5 CHANGES IN THE WORK

- A. It is mutually understood that it is inherent in the nature of public works construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to unforeseen field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. ENGINEER shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the scope of the project as may be necessary or desirable to ensure the completion of the work in the most satisfactory manner without invalidating the Contract.

END OF SECTION

SECTION 01 10 25
MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. All work completed under this contract shall be in accordance with the Plans and Specifications and will be measured by ENGINEER/OWNER. The quantities appearing on the Bid Schedule are approximate only, and are prepared for the comparison of bids. Payment to CONTRACTOR on bid items with unit prices other than "Lump Sum" will be made for actual quantities of work performed and accepted, or material furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished may be increased or decreased.
- B. The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure, portion of work, or unit is specified "Lump Sum" as the unit of measurement, the unit will include fittings, accessories, and all work necessary to complete the work as shown on the plans and as specified.
- C. When the accepted quantities of work vary from the quantities in the bid schedule, CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the work done. OWNER reserves the right to add to or delete from quantities listed in the bid schedule in order to match the total bid with the budgeted money available.

1.2 BASE BID SCHEDULE

A. BID ITEM 1.1 & 2.1 - MOBILIZATION

- 1. **GENERAL** This bid item is provided to cover CONTRACTOR's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item within this schedule. This shall include, but is not limited to, work described or enumerated in Section 01 71 13, Mobilization.
- 2. **METHOD OF MEASUREMENT** Mobilization shall not be measured, but shall be paid for on a lump sum basis for the completion of the work as required in Section 01 71 13, Mobilization.
- 3. **BASIS OF PAYMENT** Payment will be made at the contract lump sum bid price. Payments will be made in accordance with the following schedule:
 - a) When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
 - b) When 25% of the original contract amount is earned, an additional 25% for a total of 50% of the amount bid for mobilization will be paid.

- c) When 50% of the original contract amount is earned, an additional 25% for a total of 75% of the amount bid for mobilization will be paid.
- d) When 75% of the original contract amount is earned, an additional 25% for a total of 100% of the amount bid for mobilization will be paid.

B. BID ITEM 1.2 & 2.2 – PIPING MODIFICATIONS AND CHLORINATION EQUIPMENT INSIDE WELL HOUSE

1. METHOD OF MEASUREMENT Lump Sum

2. BASIS OF PAYMENT Payment shall be made at the contract unit lump sum bid price for furnishing and installing the piping modifications and equipment located inside the well house as shown on Sheet 4, 5, 8 and 9 of the drawings and specified herein and including but not limited to:

- a) Removal of interior door at Well 1 and fill in with block (match existing size and color)
- b) 6" DIP 45-deg bend with 1 ½" tap (Well 1)
- c) Piping for chlorination system including bringing the piping into the building under the existing floor
- d) Tapping saddle on existing line outside of building
- e) Chlorine analyzer and associated piping
- f) Asphalt restoration (Well 1)

Payment shall include furnishing and installing all other appurtenances and related items not paid elsewhere.

C. BID ITEM 1.3 – INSTALL ELECTRIC ACTUATOR ON EXISTING VALVE

1. METHOD OF MEASUREMENT Each

2. BASIS OF PAYMENT Payment shall be made at the contract unit bid price for furnishing and installing the electric actuator on the existing gate valve as shown on Sheet 4 and 5 of the drawings.

D. BID ITEM 1.4 & 2.3 – 6' X 6' SHED FOR CHLORINATION EQUIPMENT

1. METHOD OF MEASUREMENT Lump Sum

2. BASIS OF PAYMENT Payment shall be made at the contract unit lump sum bid price for furnishing and installing the shed used to house the new chlorination equipment as shown on the drawings and specified herein and including but not limited to:

- a) 6" thick concrete pad
- b) Roof and Wall insulation option from manufacturer

E. BID ITEM 1.5 & 2.4 –CHLORINATION EQUIPMENT INSIDE SHED

1. METHOD OF MEASUREMENT Lump Sum

2. BASIS OF PAYMENT Payment shall be made at the contract unit lump sum bid price for furnishing and installing the chlorination equipment located inside the shed as shown on Sheet 6 and 10 of the drawings and specified herein and including but not limited to:

- a) Booster pump
- b) Ejector
- c) Manual flow proportioning valve
- d) Scales and tanks
- e) All required piping, including the 2" poly lines from the well house to the shed.

F. BID ITEM 1.6 & 2.5 – ELECTRICAL / HVAC

1. METHOD OF MEASUREMENT Lump Sum.

2. BASIS OF PAYMENT Payment shall be made at the contract unit lump sum bid price for completion of all electrical and HVAC work as shown on the drawings and specified herein. Payment shall include furnishing and installing all electrical and HVAC equipment, including but not limited to VFD, panels, electrical service, devices, equipment, wire and conduit, instrumentation, pressure switches and transmitters, security, lighting, unit heaters, exhaust fans, ducting, louvers and all other related items as shown on the drawings not paid elsewhere.

- END OF SECTION -

SECTION 01 14 13
SITE ACCESS

PART 1 HIGHWAY LIMITATIONS

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the Contractor's responsibility to construct, maintain and restore, at his own expense, any haul roads or staging areas required for his construction operations.

PART 2 TEMPORARY ACCESS

- A. General. Wherever necessary or required for the convenience of the public or individual residents at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges, which written consent shall be delivered to the Engineer prior to excavation. All such bridges shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges, or shall submit designs to said authority for approval, as may be required.
- B. Street Use. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the work hereunder, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleys, ways, or parking areas. No street shall be closed to the public without first obtaining permission of the Engineer and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

- D. Street Closure. If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 30 days prior to the required street closure in order to determine necessary signing and detour requirements.
- E. Construction Through Private Property. The Owner will provide easement agreements with private property owners along the construction routes.

The Contractor shall confine all his operation to the area within the easement limits. In general, the easement area is intended to provide reasonable access and working area for efficient operation by the Contractor.

If the Contractor desires to have additional easement width and/or additional access routes, the Contractor shall negotiate with and compensate the private property owners for such use at the Contractor's expense.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- B. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- C. OWNER, and/or utility owners may be working within the project area while this contract is in progress. If so, CONTRACTOR shall schedule his work in conjunction with these other organizations to minimize mutual interference.
- D. If required to work in City or County streets or Utah Department of Transportation (UDOT) right-of-way, CONTRACTOR shall notify City, County, or UDOT 72 hours prior to work being performed therein. Work within the City or County streets or UDOT right-of-way shall be in accordance with their required permits and any license agreements with OWNER. CONTRACTOR shall obtain and comply with all required permits.
- E. Coordination with Adjacent Property Owner
 - 1. Once each week hand deliver or mail a written "**Construction Status Update Notice**" to all residents, businesses, schools and property owners adjacent to and affected by the Work. Notice shall be on CONTRACTOR's company letterhead paper and be secured to doorknob should occupants not be home. Obtain ENGINEER's review of notice prior to distribution. As a minimum the notice shall contain the following:
 - a. name and phone number of CONTRACTOR's representative for the project
 - b. work anticipated for the next 7 days including work locations and work by subcontractors and utility companies
 - c. rough estimate of construction schedule through end of project
 - d. anticipated driveway approach closures
 - e. anticipated water, sewer or power outages
 - f. anticipated vehicular traffic impacts, rerouting or lane closures
 - g. anticipated pedestrian impacts and sidewalk closures
 - h. changes to public transportation bus routes
 - i. any other construction or work items which will impact or restrict the normal use of streets and amenities

Failure to comply with this contract provision is considered grounds for project suspension per Article 16.01 of the General Conditions.

1.2 FIELD ENGINEERING

- A. Contractor shall provide all construction staking as necessary to complete the required work according to the Contract Documents.
- B. Locate and protect survey control and reference points. Promptly notify ENGINEER of discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to ENGINEER loss or destruction of reference point or relocation required because of changes in grades or other reasons.

1.3 PRECONSTRUCTION MEETING

- A. Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by CONTRACTOR's Project Manager, its superintendent, and its subcontractors as appropriate. Other attendees will be:
 - 1. ENGINEER and the Resident Project Representative (RPR),
 - 2. Representatives of OWNER,
 - 3. Governmental representatives as appropriate, and
 - 4. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
- B. Unless previously submitted to ENGINEER, CONTRACTOR shall bring to the conference one copy of each of the following:
 - 1. Progress schedule,
 - 2. Procurement schedule of major equipment and materials and items requiring long lead time, and
 - 3. Shop Drawings/Sample/Substitute or "Or Equal" submittal schedule.

1.4 PROGRESS MEETINGS

- A. CONTRACTOR shall schedule and hold regular on-site progress meetings at least bi-weekly and at other times as required by ENGINEER or as required by progress of the work. CONTRACTOR, ENGINEER, and all subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers', and other subcontractors.

- B. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.
- C. At each construction progress meeting a progress report shall be presented by the CONTRACTOR containing an updated Progress Schedule. Where the delayed completion date of a project phase is noted, the CONTRACTOR shall describe the anticipated delays or problems and outline the action plan being taken to resolve the issues.

- END OF SECTION –

SECTION 01 33 00
SUBMITTAL PROCEDURES

GENERAL

1.1 SUBMITTAL PROCEDURES

- A. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.
- E. Submittals shall be submitted sufficiently in advance to allow the ENGINEER not less than ten regular working days for examining the drawings. These drawings shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items and unit assemblies in relation to the contract drawings and/or specifications.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- G. When revised for resubmission, identify changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- I. Submittals not requested will not be recognized or processed.
- J. The ENGINEER's review of CONTRACTOR submittals shall not relieve CONTRACTOR of the entire responsibility for the corrections of details and dimensions. CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. CONTRACTOR shall be responsible for dimensions and the design of adequate connections and details.

1.2 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples.

1.3 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

1.4 SHOP DRAWINGS

- A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to CONTRACTOR marked either "Approved", or "Approved - Except as Noted". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 78 50 - Project Closeout.

1.5 SAMPLES

- A. Whenever indicated in the specifications or requested by the ENGINEER, CONTRACTOR shall submit at least 1 sample of each item or material to the ENGINEER for acceptance at no additional cost to OWNER.
- B. Samples, as required herein, shall be submitted for acceptance prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delay in the Work.
- C. Unless otherwise specified, all colors and textures of specified items will be selected by the ENGINEER from the manufacturer's standard colors and standard materials, products, or equipment lines.

1.6 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.8 MANUFACTURER'S FIELD REPORTS

- A. When required in individual sections, have manufacturer or Supplier provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable and to make written report of observations and recommendations to ENGINEER.

PRODUCTS - Not Used

EXECUTION - Not Used

END OF SECTION

SECTION 01 35 00
SAFETY AND SITE GUIDELINES

PART 1 GENERAL

1.1 CONSTRUCTION AREA PLAN

- A. Construction activities are to be limited to within limits of disturbance as per plans or elements with the exception of access drives and utility improvements.

1.2 OSHA COMPLIANCE

- A. All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines are to be observed at all times.

1.3 ACCESS TO CONSTRUCTION AREA

- A. Access during construction or other improvements is to be approved by the OWNER in accordance with the following requirements:
 - 1. All Construction Vehicles are to be identified with the Contractor's name.
 - 2. Material and equipment deliveries are to be consolidated to the extent feasible.

1.4 CONSTRUCTION PARKING AREAS

- A. All vehicle and parking areas are to be managed in accordance with the following requirements:
 - 1. Construction crews are not to park on, or otherwise use, the natural area and neighboring properties. All vehicles are to be parked in approved parking areas.
 - 2. During busy construction periods involving multiple trades when all Construction Vehicles cannot be accommodated on the site, the OWNER may grant permission for overflow vehicles to temporarily park in designated areas.
 - 3. Vehicles parked on the road may not impede access to normal traffic and emergency vehicles, including fire trucks. Where parking on the shoulder occurs, all damage to the shoulder and landscape is to be repaired by the CONTRACTOR continually and not left for the end of construction. Vehicles may not be parked outside of the Construction Area.
 - 4. No vehicle repair is allowed on the site except in case of emergency or within a fully-enclosed garage. Normal maintenance of CONTRACTOR equipment is allowed.

1.5 DELIVERY AND STORAGE OF MATERIALS & EQUIPMENT

- A. CONTRACTOR is responsible for ensuring all SUBCONTRACTORS and SUPPLIERS obey all posted speed limits and traffic regulations. The following, additional Guidelines apply to all material delivery and storage:

1. All building materials, equipment and machinery are to be delivered to and remain within the limits of disturbance. This requirement includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain on the Construction Site overnight.
2. Delivery vehicles may not drive across neighboring properties to access a construction site.
3. Delivery route maps and site supervisor contact information sheets are to be provided to all delivery personnel.
4. Delivery personnel are to use adequate winter tires and/or chains during inclement winter weather.

1.6 SITE VISITATIONS

- A. Due to the inherent danger associated with Construction Activities, visitors to any Construction Site are limited to those persons (such as construction workers, tradesmen, County or City agents, security staff and OWNER staff) with official business relating to the construction. Construction personnel are not to invite or bring family members or friends, especially children, to the job site.

1.7 FIRE AND SAFETY PRECAUTIONS

- A. The following fire and safety precautions are to be adhered to at all Construction Sites:
 1. On-site fires are not allowed.
 2. All fires are to be reported even if it is thought to be contained or extinguished.
 3. One or more persons are to be appointed as the individual(s) responsible for reporting emergencies and/or phoning 911.
 4. Access for emergency vehicles is to be maintained at all times.
 5. Access to fire hydrants, emergency water tanks and emergency turnouts are not to be blocked at any time.
 6. Smoking materials are to be discarded in approved containers.
 7. A minimum of one shovel and two 20-pound ABC-Rated Dry Chemical Fire Extinguishers are to be mounted in plain view.
 8. All equipment, including small tools, must utilize a working spark arrestor.

PART 2 EQUIPMENT

2.1 CONSTRUCTION TRAILERS AND/OR TEMPORARY STRUCTURES

- A. Upon approval, a temporary construction trailer or portable field office may be located on the project site within limits of disturbance,

2.2 SANITARY FACILITIES

- A. CONTRACTOR is responsible for providing adequate sanitary facilities for construction workers. Portable toilets are to be located within the limits of disturbance and are not to be located within 50 feet of drainages and/or other sensitive resources.

2.3 DEBRIS AND WASTE REMOVAL

- A. The following debris and waste removal procedures are to be adhered to at all Construction Sites:
 - 1. Dumping, burying and/or burning trash is not permitted anywhere within the Project Site. No trash of any kind is to be placed in utility trenches.
 - 2. Heavy and large debris, such as broken stone and wood scraps, are to be removed from the site immediately upon completion of each work trade.
 - 3. Concrete washout, from both trucks and mixers, is to be contained within the limits of disturbance and concealed by structure or covered with backfill. Concrete washout in road rights-of-way, setbacks or on neighboring properties is strictly prohibited.
 - 4. Dirt, mud and/or other debris are to be promptly removed from public or private roads, open spaces, and driveways. Trucks and other equipment are to be washed clean of dirt and other debris prior to leaving the site.

2.4 HAZARDOUS WASTE

- A. In order to monitor hazardous material use and/or respond quickly to spills, the CONTRACTOR is to comply with the following criteria:
 - 1. The CONTRACTOR is to provide a contact person and telephone number for a company experienced in emergency response for vacuuming and containing spills for oil or other petroleum products.
 - 2. In the event of a spill, the CONTRACTOR is to immediately attempt to stop the flow of contaminants.
 - 3. Absorbent sheets are to be used for spill prevention and clean up. Several boxes are to be located at fuel trucks, storage areas and in maintenance vehicles. Inventories are to be maintained as necessary.
 - 4. The responsible on-site CONTRACTOR is to commit all necessary manpower, equipment and materials to the containment and rapid clean-up of spills.
 - 5. After any reportable spill (one or more gallons) is contained; the CONTRACTOR is to notify the appropriate local, state and federal agencies as well as the OWNER.
 - 6. The CONTRACTOR is to maintain a list of product names and a Materials Safety Data Sheet (MSDS) for all hazardous material products used or located on-site. In the event of a leak, spill or release, the CONTRACTOR is to provide the MSDS to emergency personnel.

7. Equipment is to be fueled in designated staging areas only. Equipment that cannot be readily moved to designated staging areas is to be fueled a minimum of 100 feet from known drainage courses.
8. Fuel storage tanks must have adequately constructed catch basins.
9. Prior to storing a hazardous material, the CONTRACTOR is to ensure that:
 - The material is stored in an approved container
 - The container is tightly sealed
 - The container has the proper warning label
 - The container is inspected for leaks
10. Inspect equipment and vehicles for damaged hoses, leaks and hazards prior to the start and end of each shift. Do not run equipment that is leaking hazardous products.
11. Intentional or unreported spillage or dumping of fuels, hydraulics, solvents and other hazardous materials will be cause for eviction.

2.5 TREE/SHRUB AND HABITAT PROTECTION

- A. The following Guidelines apply to the protection of trees, shrubs and other vegetation during construction operations:
 1. Trees/shrubs are not to be removed without prior approval from the OWNER.
 2. Before construction starts, exclusionary fencing is to be installed around the perimeter of all trees/shrubs not approved for removal.
 3. Fencing material is to be highly visible and sturdy.
 4. Construction equipment or activity is not permitted within the fenced area (exclusionary zone) without written authorization from the OWNER.
 5. Adequate drainage is to be provided to prevent ponding of water around the base of trees/shrubs.
 6. Soil compaction is to be avoided around all trees/shrubs.
 7. Mesh netting is to be used to protect trees/shrubs from dust and paint drift.

2.6 AIR QUALITY CONTROL

- A. Air quality control procedures are to be in accordance with the following requirements:
 1. Construction equipment exhaust emissions are not to exceed local code requirements for air pollution limitations.
 2. Open burning of removed vegetation is not permitted.

2.7 DAMAGE, REPAIR AND RESTORATION

- A. Damage and scarring to other property, including streets, neighboring properties, existing buildings, roads, driveways and/or other Improvements will not be permitted. If any such damage occurs, it is to be repaired and/or restored promptly at the expense of the person causing the damage or the CONTRACTOR whose personnel or subcontractor caused the damage.

1. Upon completion of construction, each OWNER and CONTRACTOR is to clean his Construction Site and any neighboring sites that have been impacted and repair all property, which has been damaged.
2. The CONTRACTOR is financially responsible for site restoration/revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

PART 3 EXECUTION

3.1 ALCOHOL AND CONTROLLED SUBSTANCES

- A. The consumption of alcohol or use of any controlled substance by construction personnel anywhere within the project is prohibited.

3.2 NO PETS

- A. No pets may be brought to the project site by construction personnel.

3.3 NOISE CONTROL

- A. The CONTRACTOR is to make every effort to keep noise to a minimum. Radios and other audio equipment may not be audible beyond the confines of the Construction Site. Violations of this provision will precipitate a total prohibition of any radios and/or other audio equipment.

3.4 SPEED LIMIT

- A. All vehicles are to adhere to posted speed limits. Fines will be issued for those exceeding the speed limit as posted or as required by road and weather conditions.

END OF SECTION

SECTION 01 50 00 TEMPORARY CONTROLS

1.01 SITE MAINTENANCE

The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

2.01 DISPOSAL OF WASTE MATERIAL

When burning is not prohibited or restricted by law, pile all combustible material within the designated or approved cleared area and dispose of by burning. Remove material from the site which is not combustible or not practicable to burn. Accomplish burning and disposal in accordance with all Federal, State and local laws relating to fire prevention, air pollution control, and other restrictions in regard to burning materials. When burning is prohibited, dispose of waste materials in accordance with the governing agency safety and health requirements.

If perishable material is burned, it shall be burned under the constant care of competent watchmen at such times and in such a manner that anything designated to remain on the property, or other adjacent property will not be jeopardized. Burning shall be done in accordance with applicable laws and ordinances.

3.01 "NO BURNING" PERIODS

During periods when burning operations are prohibited by local, State or Federal authorities, haul combustible material and debris from the site. If approved, pile where it will not interfere with the work, and burn when prohibition against burning is removed.

4.01 AIR POLLUTION CONTROL

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. He shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water, in amounts which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods.

5.01 NOISE CONTROL

The Contractor shall conform to all local, state and federal noise control ordinances

6.01 DUST ABATEMENT

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever, whenever and as often as necessary to prevent his operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall conform to all local, state and federal dust abatement ordinances. The Contractor shall be responsible for any damage resulting from any dust originating from his operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Contractor's bid price.

7.01 RUBBISH CONTROL

During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. He shall also keep his haul roads free from dirt, rubbish, and unnecessary obstructions resulting from his operations. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be off the site of construction, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.

8.01 SANITATION

- A. Toilet Facilities. Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes. The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the Contractor's expense.

9.01 CHEMICALS

All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be strict accordance with the printed instructions of the manufacturer.

10.01 EROSION CONTROL

Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

Furnish material and construct temporary erosion control including berms, dikes, sediment basins, slope drains, check dams, sediment barriers, fiber mats, mulches, etc. The Engineer may direct the Contractor to install additional erosion controls if, in the opinion of the Engineer, the risk of potential erosion is not adequately addressed. Coordinate temporary control measures with permanent erosion control requirements.

- A. Do not start grading work until installation of all temporary erosion control measures is complete.
- B. Complete installation of all erosion control in a timely manner.
- C. Do not pollute streams, canals, lakes, and other water courses. Use the erosion control measures indicated.
- D. Follow the more restrictive requirements when conflicts occur between erosion control specifications and federal, state, or local agencies laws, rules, or regulations.

11.01 FAILURE TO EXECUTE

Failure to execute any of the temporary controls shall be sufficient cause for the Owner to stop forward progression of the work and hold progress payments until acceptable limits and standards are met.

12.01 FIRE SUPPRESSION PLAN

The Contractor shall be required to maintain adequate equipment, manpower and water sources available to extinguish any fires which may be started, directly or indirectly, through activities of the Contractor.

13.01 SMOKING

Due to a substantial risk of wildfires, smoking shall be restricted to occur only inside of enclosed equipment or other designated area. During times of higher fire danger, the local authority may place additional restrictions on smoking in the canyon area.

14.01 COSTS

All costs in connection with the work specified herein will be considered to be incidental to the project.

END OF SECTION

SECTION 01 52 00
CONSTRUCTION FACILITIES

1.01 GENERAL

The Contractor shall set up construction facilities in a neat and orderly manner. The Contractor shall be responsible for providing the site to establish the temporary construction facilities, where not specifically provided for in the Contract.

2.01 SECURITY

The Contractor shall at all times provide such permanent and temporary fencing as may be necessary to restrict unauthorized entry to the site. Contractor shall abide by the Owner's security requirements.

3.01 CONTRACTOR'S EQUIPMENT

- A. General. It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required work, and shall be subject to inspection and approval by the Engineer at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.
- B. Separate Contracts. Whenever portions of the work hereunder are let under separate contracts, all of the provisions of this Section shall apply to each such prime contractor, including the requirements for separate field offices and communications facilities.
- C. Construction Lighting. All work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions.

4.01 UTILITIES

- A. Water Supply. All drinking water on the site during construction shall be furnished by the Contractor.
- B. Water Connections. The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter, if required by said authority, of a size and type acceptable to said authority and agency.

- C. Removal of Water Connections. Before final acceptance of the work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.
- D. Power. The Contractor shall provide, at his own expense, all necessary power required for his operations under the Contract, and shall provide and maintain all temporary power lines required to perform the work in a safe and satisfactory manner. Temporary electric power installation shall meet the construction safety requirements of OSHA, State and other governing agencies.
- E. Approval of Electrical Connections. All temporary connections for electricity shall be subject to approval of the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the work.
- F. Communication. Contractor shall provide his own telephone or communication system at the site as required to complete the project.

5.01 SAFETY

- A. General. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the work. All persons within the construction area shall be required to wear protective helmets, protective eye wear as required, and steel toed safety shoes. In addition, all employees of the Contractor and his subcontractors shall be provided with, and required to use, personal protective and life saving equipment as set forth in Subpart E of the OSHA Safety and Health Standards for Construction (29 CFR 1926).
- B. Public Safety. During the performance of the work the Contractor shall erect and maintain temporary fences, bridges, railings, and barriers and shall take all other necessary precautions and place proper guards for the prevention of accidents and he shall erect and maintain suitable and sufficient lights and other signals.

6.01 PROJECT SIGN

No project sign is required.

7.01 SANITARY FACILITIES

The Contractor shall provide and maintain sanitary facilities (toilet and wash-up facilities) for his employees and his subcontractors' employees that will comply with the regulations of the local and State Departments of Health and as directed by the Engineer.

8.01 STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground. Delicate instruments and materials subject to vandalism shall be placed under locked cover and, if necessary, provided with temperature control as recommended by the manufacturer. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

END OF SECTION

SECTION 01 64 00
OWNER INSTALLED PRODUCTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. OWNER and CONTRACTOR responsibilities for the HVAC equipment furnished and installed by the OWNER.
- B. OWNER will be responsible for furnishing and installing the following items associated with the HVAC system located in the existing Well 1 building, which include the following:
 - 1. Outdoor condensing unit (Labeled as CU-1 on the electrical sheets).
 - 2. (2) indoor air handler units (labeled as AH-1A and AH-1B on the electrical sheets).

1.2 OWNER'S RESPONSIBILITIES

- A. Once installed, inspect HVAC equipment jointly with CONTRACTOR.

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. Once installed, inspect HVAC equipment jointly with ENGINEER/OWNER, record damaged or defective items.
- B. OWNER's Insurance shall provide coverage for OWNER installed items.
- C. Protect product from damage.

1.4 CONSTRUCTION DELAY

- A. If OWNER installed items may cause delay in the critical path of progress schedule notify ENGINEER in writing. Only changes to the critical path will be evidence as changes in the Contract Time.

- END OF SECTION -

SECTION 01 71 13
MOBILIZATION

PART 1 GENERAL

- A. This specification covers the following:
1. Organization and mobilization of Contractor's forces and equipment; and
 2. Transporting various tools, materials, and equipment to the site.

PART 2 DESCRIPTION

- A. Mobilization shall include mobilization of all construction equipment, materials, supplies, appurtenances, and the like, manned and ready for commencing and prosecuting the work; and the subsequent demobilization and removal from the site of said equipment, appurtenances and the like upon completion of the work.
- B. Mobilization shall also include assembly and delivery, to the project site, of equipment, materials, and supplies necessary for the prosecution of work but which are not intended to be incorporated in the work; the clearing of and preparation of the Contractor's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on the construction items for which payment is provided for under the contract.
- C. This shall include CONTRACTOR's preliminary arrangement for starting and stopping construction operations, work schedules, and transportation of equipment and personnel to and from the project.
- D. The cost of all clean-up work as specified and not covered under other items shall be included in the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".
- E. The cost of water, power, etc. required by CONTRACTOR in performing the work specified in the contract shall be included in the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".
- F. The cost of the performance bond, payment bond, and any required permits, insurance and/or other miscellaneous cost associated with this project shall be included with the Bid. Values shall be included in the Bid Schedule, lump-sum price, for "Mobilization".

G. PRE-CONSTRUCTION VIDEO RECORDS

1. The Contractor is required to produce a preconstruction video tape recording of areas where work is to be performed. The video tape record shall be of professional quality and the coverage shall be such, as to allow accurate determination of location, size and conditions, etc. of existing features and improvements within the rights-of-way. The Contractor shall provide the Owner with a copy of the rights-of-way video tape before construction begins.

END OF SECTION

**SECTION 01 75 00
STARTUP PROCEDURES**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Requirements of this Section apply to, and are a component part of, each section of the specifications.

1.2 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittals:

1. Test reports shall be submitted in accordance with paragraphs entitled, "Factory Tests", "Functional Test", and "Final Acceptance Test" of this section.
2. Test procedures and the recording forms shall be submitted according to paragraph entitled, "Test Procedures."

B. Tests Required

1. Tests shall be performed to verify proper functioning of HVAC, electrical switchgear, pump/motor combinations for Well #1, hydraulic and pneumatic control, condition/performance monitoring systems, energy control and monitoring systems, and other assemblies and components that need to be tested as an integrated whole.

C. Factory Tests

1. Tests shall be performed at the factory to verify proper build. These test results will be used in the "Final Acceptance Test" section to verify no shipping damage and proper installation.

D. Functional Test

1. Contractor shall perform "in-house" tests to verify that the systems and components have been properly installed and are functioning properly. Tests shall be performed in the presence of the Project Representative. Test shall be completed and found acceptable when system has performed per other sections and referenced industry standards.

E. Final Acceptance Test

1. Contractor shall perform a formal test with full documentation using the approved recording form. Project Representative will witness this test and issue a written

final acceptance. Final test data shall be provided to the Project Representative. Data shall have a cover letter/sheet clearly marked with the system name, date, and the words "Final Test Data - Forward to the Systems Engineer/Condition Monitoring Office/Predictive Testing Group for inclusion in the Maintenance Database."

F. Test Procedures

1. Test procedure and recording forms that document the test steps shall be submitted for approval to the Project Representative 21 calendar days prior to the proposed test date. Procedure shall consist of step-by-step instruction to verify system parameters, components, and functions.

1.3 COMMISSIONING

- A. After completion of all testing, the Contractor shall make written application to the Project Representative for permission to demonstrate compliance of the equipment, structures, and systems furnished and installed under this contract with all requirements of the Project Manual. Such application shall be furnished to the Project Representative not less than 21 days prior to startup of completed portions of the facility. Upon receipt of written permission from the Project Representative, and on the agreed upon date, the Contractor shall do all things necessary to permit adequate operation of the facilities.
- B. The Contractor shall allow for a commissioning period as set forth in Part 3 to satisfy the Project Representative that the contract requirements have been fulfilled. The commissioning period may be broken into several segments comprising complete systems at the discretion of the Project Representative.
- C. During the commissioning period, the Owner will provide staff for operation and maintenance of the facility. The Contractor shall provide/coordinate other Contractor personnel including equipment manufacturer service representatives for troubleshooting, training of Owner personnel, or repair and maintenance of equipment within the terms of the contract. Contractor provided personnel for troubleshooting, repair or maintenance of equipment shall be provided as soon as possible and in no case longer than 8 hours after notification from the Contractor's coordinator. Such coordinators shall be familiar with the facility equipment and operations and shall be acceptable to the Project Representative. "Coordinator service" shall mean attendance at the site for whatever period is required at whatever time necessary in response to a request from the Project Representative.
- D. The Owner will pay for all electrical power, and water for operation of the facility during commissioning.
- E. In the event that permanent power is not yet available to the pump station, Contractor shall be responsible for providing power for the testing of the pumps and all other

electrical component.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 FINAL ACCEPTANCE

- A. The duration of the Final Acceptance Test shall be 3 days. During that period, the Contractor shall demonstrate the operation of all equipment and all systems installed under this contract. Commissioning period shall commence from the date of substantial completion.

END OF SECTION

**SECTION 01 78 50
PROJECT CLOSEOUT**

PART 1 GENERAL

1.1 FINAL CLEANUP

- A. CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by OWNER will be withheld until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.2 TOUCH-UP AND REPAIR

- A. CONTRACTOR shall touch up or repair all finished surfaces on structures, equipment, fixtures, etc., that have been damaged prior to final acceptance. Surface on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

1.3 CLOSEOUT TIMETABLE

- A. CONTRACTOR shall establish dates for equipment testing, acceptance periods and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow OWNER, ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.4 MAINTENANCE AND GUARANTEE

- A. CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 7 of the General Conditions, Section 00 70 00.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as part of such required repair work, and any repair or resurfacing which becomes necessary by reason of such required repair work shall be completed by CONTRACTOR at no cost to OWNER.
- C. CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from OWNER. If CONTRACTOR fails to make such repairs or replacement promptly, OWNER reserves the right to do the work and CONTRACTOR and his surety shall be liable to OWNER for the cost thereof.
- D. CONTRACTOR shall obtain a signed release from the property owner approving restoration of work in the construction easements across or bordering private property.

1.5 BOND

- A. CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 7 of the General Conditions, Section 00 70 00.

1.6 FINAL ACCEPTANCE

- A. Final acceptance and final payment shall not be made until all provisions of the General Conditions Article 15 have been satisfied.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.
- G. Submit documents to Engineer with claim for final Application for Payment.

1.8 CONTRACT CLOSEOUT

- A. As a condition precedent to final acceptance of the project, the Contractor shall complete the following forms and submit the original and two copies of each form to the Project Representative.
1. Contractor's Certificate of Substantial Completion
 2. Contractor's Certificate of Final Completion
 3. Contractor's Final Waiver of Lien
 4. Consent of Surety for Final Payment
 5. Affidavit of Payment
 6. Affidavit of Release of Liens by the Contractor

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

CONTRACTOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER

TO: Highland City
5400 W Civil Center Dr
Highland, UT 84003

PROJECT: _____

ATTENTION: _____

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official of _____
_____ working in the capacity of _____
_____ and have been properly authorized by said form or corporation to sign the following
statements pertaining to the subject contract.

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been substantially performed, and materials used and installed to date in accordance with, and in conformity to, the Contract drawings and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims and liability to the Contractor for anything done or finished for or relating to the Work, as specified in the Project Manual, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.

The Contract Work is now substantially complete, ready for its intended use, and ready for your inspection. You are requested to issue a Certificate of Substantial Completion.

Signature: _____

Date: _____

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

OWNER

TO: Highland City
5400 W Civil Center Dr
Highland, UT 84003

PROJECT: _____

ATTENTION: _____

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official of _____
_____ working in the capacity of _____
_____ and have been properly authorized by said form or corporation to sign the following
statements pertaining to the subject contract.

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been substantially performed, and materials used and installed to date in accordance with, and in conformity to, the Contract drawings and specifications.

The Contractor hereby releases the Owner and its agents from all claims and liability to the Contractor for anything done or finished for or relating to the Work. The Contract Work is now complete in all parts and requirements, ready for its intended use, excepting the attached list of minor deficiencies and the reason for each being incomplete to date, for which exemption from final payment requirements is requested (if no exemptions requested, write "none") _____. The Work is now ready for your final inspection. The following items are required from the Contractor prior to application for final payment and are submitted herewith, if any:

I understand that neither the issuance, by the Owner, or a Certificate of Final Completion, nor the acceptance thereof by the Owner, shall operate as a bar claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

Signature: _____
Date: _____

CONTRACTORS FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has furnished labor and materials for (A) _____
in the City of _____, State of Utah, of which Highland City is the Owner.

NOW THEREFOR, this _____ day of _____, 20____, for and in consideration of the sum of (B) _____ dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien* right to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other consideration due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

(C) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(C) _____ (SEAL)
(Signature of Authorized Representative)

Title: _____

INSTRUCTION FOR FINAL WAIVER:

- A. Project name.
- B. Final Contract amount received (total amount of Contract as adjusted).
- C. If the waiver is for a corporation, corporate name should be used, corporate seal affixed, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself/herself as partner.

* The word Lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or are to become due on the Contract referenced above.

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: _____

Location: _____

Type of Contract: _____

Amount of Contract: _____

In accordance with the provisions of the above named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner (as set forth in said Surety Company's bond):

Highland City
5400 W Civil Center Dr
Highland, UT 84003

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

(Name of Surety Company)

(Signature of Authorized Representative)

Title: _____

AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by Highland City to furnish labor and materials under a contract dated _____ for the project named _____ in the City of _____, State of Utah.

NOW THEREFORE, this _____ day of _____, 20__, the undersigned, as the Contractor for the above named Contract pursuant to the conditions of the Contract, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTIONS: (If none, write "none". If required by the Owner, the Contractor furnish bond satisfactory to the Owner for each exception).

{AFFIX CORPORATE}

{SEAL HERE}

Contractor (Name of sole ownership,
Corporation or partnership)

(Signature of Authorized Representative)

Title: _____

AFFIDAVIT OF RELEASE OF LIENS BY THE CONTRACTOR

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by Highland City to furnish labor and materials under a contract dated _____ for the project named _____ in the City of _____, State of Utah.

NOW THEREFOR, this _____ day of _____, 20____, the undersigned, as the Contractor for the above named Contract pursuant to the conditions of the Contract, hereby certifies that to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien* attached hereto include the Contractor, all subcontractors, all suppliers of material and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner and on the monies or other consideration due to becomes due from the Owner arising in any manner in connection with the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "none". If required by the Owner, the Contractor furnish bond satisfactory to the Owner for each exception).

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Release or Waiver of Liens from subcontractors and material suppliers.

{AFFIX CORPORATE}
{SEAL HERE}

Contractor (Name of sole ownership,
Corporation or partnership)

(Signature of Authorized Representative)

Title: _____

* The word Lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or are to become due on the Contract referenced above.

- END OF SECTION -

SECTION 26 05 00
ELECTRICAL GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. It is the intend of this part of the Contract Documents to cover all work and materials necessary for erecting complete, ready for continuos use, a tested and working electrical system substantially as indicated on the Plans and as hereinafter specified.

1.2 GENERAL PROVISIONS

- A. Minimum sizes of equipment, electric devices, etc., are indicated but it is not intended to show every offset and fitting, nor every structural or mechanical difficulty that will be encountered during the installation of the work.
- B. All work indicated on the Plans is approximately to scale, but actual dimensions and detailed drawings should be followed as closely as field conditions permit. Field verification of scale dimensions on Plans is directed since actual locations, distances, levels, etc. will be governed by field conditions.
- C. Discrepancies indicated on different Plans, between Plans and actual field conditions, between Plans and Contract Documents shall be promptly brought to the attention of ENGINEER for a decision.
- D. The alignment of equipment and conduit shall be varied due to architectural changes, or to avoid work of other trades, without extra expense to OWNER.
- E. CONTRACTOR shall furnish and install all parts and pieces necessary to the installation of equipment in accordance with the best practice of the trade and in conformance with the requirements of these Contract Documents.
- F. All items not specifically mentioned in these Contract Documents or noted on the Plans or accepted shop drawings, but which are obviously necessary to make a complete working installation, shall be deemed to be included herein.
- G. CONTRACTOR shall lay out and install electrical work prior to placing floors and walls. He shall furnish and install all sleeves and openings through floors and walls required for passage of all conduits. Sleeves shall be rigidly supported and suitably packed or sealed to prevent ingress of wet concrete.
- H. CONTRACTOR shall furnish and install all inserts and hangers required to support conduits and other electrical equipment. If the inserts, hangers, sleeves, etc. are improperly placed or installed, CONTRACTOR shall do all necessary work, at his own expense, to rectify the errors.

- I. All electrical equipment shall be capable of operating successfully at full-rated load, without failure, at an ambient air temperature of 40 degrees C, and specifically rated for an altitude of 4500 feet.
- J. CONTRACTOR shall submit shop drawings, data and details to ENGINEER on all controls, fixtures, wiring, electrical equipment, conduit, etc. for review and acceptance prior to use of any components in the work.
- K. All materials, equipment, and parts comprising any unit or part thereof specified or indicated on the Plans shall be new and unused, of current manufacture, and of highest grade consistent to the state of the art. Damaged materials, equipment and parts are not considered to be new and unused and will not be accepted.

1.3 REGULATIONS AND CODES

- A. Electrical work, including connection to electrical equipment integral with mechanical equipment, shall be performed in accordance with the latest published regulations of each of the following as well as all State and local codes.
 - 1. NATIONAL ELECTRICAL CODE (NEC)
 - 2. NATIONAL ELECTRICAL SAFETY CODE (NESC)
 - 3. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
 - 4. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
 - 5. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - 6. INSULATED CABLE ENGINEERS ASSOCIATION (ICEA)
 - 7. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
 - 8. NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA)
 - 9. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
 - 10. UNDERWRITERS' LABORATORIES, INC. (UL).

1.4 COORDINATION OF THE ELECTRICAL SYSTEM

- A. CONTRACTOR shall verify all actual equipment and motor full-load and locked-rotor current ratings. The necessary minimum equipment, wire, and conduit sizes are indicated on the Plans. If CONTRACTOR furnishes equipment of different ratings, CONTRACTOR shall coordinate the actual current rating of equipment furnished with the branch circuit conductor size, the overcurrent protection, the controller size, the motor starter, and the branch circuit overcurrent protection. The branch circuit conductors shall have a carrying capacity of not less than 125 percent of the actual full-load current rating. The size of the branch circuit conductors shall be such that the voltage drop from the overcurrent protection devices up to the equipment shall not be greater than 2 percent when the equipment is running at full-load and rated voltage.

1.5 TEST

- A. The electrical work shall be free from improper grounds and from short circuits. The correctness of the wiring shall be verified first by visual comparison of the conductor connections with connection diagrams. Individual circuit continuity checks shall next be made by using electrical circuit testers. Last, the correctness of the wiring shall be verified by the actual electrical operation of the electrical and mechanical devices. Any deviation from the wiring indicated on the Plans or accepted drawings shall be corrected and indicated on the Plans.

1.6 CONFORMS TO RECORD DOCUMENTS DRAWINGS

- A. Prior to completion of the Contract, CONTRACTOR shall furnish ENGINEER with a set of electrical plans marked with any changes, deviations or additions to any part of the electrical work.
- B. Each conductor shall be identified as required by the Contract Documents. This identification shall be indicated on the record documents drawings to enable rapid and accurate circuit tracing by maintenance personnel.

1.7 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00, CONTRACTOR SUBMITTALS.

PART 2 PRODUCTS

2.1. NAMEPLATES

- A. Where indicated on the Plans and where required by applicable codes, CONTRACTOR shall furnish and install nameplates which shall be black lamicoid with white letters. The nameplates shall be fastened to the various devices with round head brass screws. Each disconnect means for service, feeder, branch, or equipment conductors shall have nameplates indicating its purpose. All nameplates shall have 3/8-inch high lettering.

2.2. AUTOMATIC EQUIPMENT WARNING SIGNS

- A. Permanent warning signs shall be mounted at all mechanical equipment which may be started automatically or from remote locations. Signs shall be in accordance with OSHA regulations and shall be suitable for exterior use. The warning signs shall be fastened with round head brass screws or bolts, located and mounted in a manner acceptable to ENGINEER.
- B. Warning signs shall be 7 inches high by 10 inches wide, colored yellow and black, on not less than 18 gauge vitreous enameling stock. Sign shall read:

CAUTION
THIS EQUIPMENT STARTS
AUTOMATICALLY
BY REMOTE CONTROL

PART 3 EXECUTION - Not Used

- END OF SECTION -

SECTION 26 05 05
ELECTRICAL EQUIPMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section includes general electrical equipment used to complete the electrical system.

1.2 RELATED SECTIONS

- A. Related work specified in other sections includes but is not limited to:
1. Section 01 33 00 - Submittal Procedures
 2. Section 26 05 00 - Electrical General Requirements
 3. Section 26 05 13 - Conductors and Cables
 4. Section 26 05 33 - Conduit and Raceways
 5. Section 26 05 34 - Electrical Boxes and Fittings

1.3 SUBMITTALS

- A. Submittals will be required for all electrical equipment and shall be made in accordance with Section 01 33 00, CONTRACTOR's Submittals.

PART 2 PRODUCTS

2.1 LIGHTING SWITCHES

- A. Manufacturers:
1. Hubbell 1221i (ivory), 1221W (white)
 2. P&S 20AC1-I (ivory), 20AC1W (white)
 3. Leviton 1221-2I (ivory), 1221-2W (white)
 4. Or approved equal
- B. Specification Grade: Snap switches shall have the number of poles as indicated on the drawings, ivory, rated at 20 ampere.
- C. Device Cover Plates:
1. Indoor Industrial Areas: Stainless steel cover plates shall be utilized.
 2. Outdoor: Weatherproof cover plates.
 3. Indoor in chlorine room: Ivory plastic cover plates.

2.2 RECEPTACLES

A. Manufacturers:

1. Hubbell IG5352W (white)
2. P&S No. 5352-W (white)
3. Leviton 8300-W (white)
4. Or approved equal
5. Specification Grade: Outlets shall be duplex ivory receptacles and shall be 2-pole, 3-wire grounded, 125 volts, industrial, rated at 20 amperes.

B. Special receptacles, covers, etc. shall be as specified herein or as indicated on the Plans.

C. Device Cover Plates:

1. Indoor Industrial Areas: Stainless steel cover plates shall be utilized.
2. Outdoor: Weatherproof cover plates which also protect outlet when in use.
3. Indoor in Chlorine room: Ivory plastic cover plates.

D. Ground Fault Interrupter Receptacles (GFI): GFI outlets shall be duplex ivory GFI receptacles, 2-pole, 3-wire grounded, 125 volts AC, rated at 20 amperes.

1. Manufacturers:
 - a. Hubbell No. GF5262W (white)
 - b. General Electric,
 - c. P&S 2091-W (white)
 - d. Leviton 5362-WGI (white)
 - e. Or approved equal.

2.3 TRANSFORMERS - DRY TYPE

A. Manufacturers:

1. Acme Electric Corp.
2. Eaton
3. Federal Pacific Transformer Corp.
4. Hevi-Duty Electric
5. General Electric Co.
6. Siemens, Inc.
7. Square D Co.
8. Or approved equal.

B. Transformers shall be of the premium high efficiency quiet type and shall be installed where indicated on the Plans. The primary winding of the transformers shall have two 2-1/2 percent taps above and below normal.

- C. The transformers shall have a BIL of 10 kV with a temperature class of 185 degrees C for transformers up to 25 kVA and a temperature class of 220 degrees C for transformers rated at 30 kVA and larger.
- D. The sound level shall not exceed 44 dBA measured at 5 feet from the transformers after installation. Core and coil assemblies 30 kVA and larger shall be mounted on rubber vibration isolators designed specifically to reduce 120 HZ sound and multiple harmonics.

2.4 ENCLOSURES

A. Manufacturers:

- 1. Hammond Manufacturing,
- 2. Nvent Hoffman, Inc.
- 3. Rittal North America, LLC
- 4. Or approved equal.

- B. This specification includes enclosures to house electrical controls, instruments, terminal blocks, etc. If not indicated otherwise they shall be NEMA 12 for indoor and NEMA 3R for outdoor installations.

- C. A rolled lip shall be provided around three sides of the door and around all sides of the enclosure opening. The gasket shall be attached with oil-resistant adhesive and held in place with steel retaining strips. Exterior hardware, such as clamps, screws, and hinge pins, shall be of stainless steel for outdoor installations. A hasp and staple shall be provided for padlocking. Each enclosure shall have a print pocket.

- D. Enclosures shall be from 14 gauge steel with seams that are continuously welded. Doors shall have full length piano hinges with the door removable by pulling the hinge pin. They shall be as manufactured by Hoffman, Fischer & Porter, or equal.

- E. Finish - Steel: Finish shall be white enamel interior, light grey enamel, ANSI 61 exterior, over phosphatized surfaces. Special finishes and colors shall be furnished for wet locations. Plans should be checked for special conditions.

2.5 DISCONNECT SWITCHES (INDIVIDUAL)

A. Manufacturers:

- 1. Eaton.
- 2. General Electric Co.
- 3. Siemens, Inc.
- 4. Square D Co.
- 5. Or approved equal.

- B. Disconnect switches shall be heavy-duty safety switches with a quick-make,

quick-break operating mechanism, full cover interlock and indicator handle. The disconnect switches shall be furnished with fuses of the size indicated on the Plans. One set of spare fuses shall be furnished for each fused disconnect switch.

2.6 FULL-VOLTAGE, NON-REVERSING MOTOR CONTROLLERS

A. GENERAL

1. Provide each motor with a suitable controller and devices that will function as specified for the respective motors and meeting NEMA ICS 2, the NEC, and UL.
2. Provide each motor controller with thermal overload protection in all ungrounded phases. Use protection consisting of thermal overload relays meeting NEMA ICS 2 which are sensitive to motor current and mounted within the motor controller, or a combination of thermal protectors embedded within the motor windings and controller-mounted overload relays, as indicated. Use overload protection devices of the inverse-time-limit type.
3. Provide controller-mounted overload relays of the manual-reset type with externally operated reset button when used without motor thermal protectors; when used in conjunction with thermal protectors, provide the automatic reset type. Select and install overload relay heaters after the actual nameplate full-load current rating of the motor has been determined.
4. Install and connect any required thermal protector monitoring relay provided by motor manufacturer in motor-control circuit and provide manual reset function. Fuse thermal-protector circuits according to the manufacturer's recommendations.
5. The Booster Pump controller shall be provided with two sets of thermal overload devices, rated for the full load current of the existing motors. The controller shall have a selection switch on the front selecting which thermal overload will be in service.

B. FULL VOLTAGE MAGNETIC STARTERS

1. Provide starters meeting NEMA ICA 2, Class A, with the rating and enclosure shown.
2. Supply individual control power transformers where indicated. The transformers shall have sufficient capacity to serve the connected load and limit voltage regulation to 10-percent during contact or pickup. Fuse one side of the secondary winding and ground the other side. Provide primary, current limiting fuses on all control power transformers.
3. Provide a panel type voltmeter, nominal 4-1/2 inch model with 3-phase, OFF four position selector switch.
4. Provide a panel type ammeter, nominal 4-1/2 inch model with 3-phase, OFF four position selector switch, C.T.'s with proper ratio.
5. For nonhazardous, indoor, dry locations, provide heavy-duty, indicating lights, selector switches, and stations. Utilize General Electric Type CR 104P, or equivalent by Square D, Cutler-Hammer, or other acceptable manufacturer.

Acceptable manufacturer. The use of other manufacturer's names referenced to materials herein, shall indicate the quality of material to be provided.

2.7 FUSES, 0-600 VOLTS

- A. Provide a complete set of current-limiting fuses wherever fuses are indicated. Supply a set of six spare fuses of each type and each current rating installed. Utilize fuses that fit mountings specified with switches and which provide features rejecting Class H fuses. Provide the following types:
1. For 0- to 600-volt motor and transformer circuits, 0- to 600 amps, UL Class RK-1 with time delay, Bussmann Type LPS-RK, Shawmut Type A6D, or equal.
 2. For 0- to 250-volt motor and transformer circuits, 0- to 600 amps, UL Class RK-1 with time delay, Bussmann Type LPN-RK, Shawmut Type A2D-R, or equal.
 3. For 0- to 600-volt feeder and service circuits, 0 to 600 amps, UL Class RK-1, Bussmann Type KTS-R Shawmut Type A6K-R, or equal.
 4. For 0- to 250-volt feeder and service circuits, 0 to 600 amps, UL Class RK-1, Bussmann Type KTN-R, Shawmut Type A2K-R, or equal.

2.8 MODULAR OVERLOAD RELAYS

- A. Where called for on the Plans, modular overload relays shall be provided with the motor starters. The modular overload relays shall be 3-pole solid state devices set by one plug-in heater and shall protect all 3 phase of the motor in ambient temperatures ranging from -20 degrees to +70 degrees C.
- B. The jam modules shall plug in the modular overload relays and shall provide for instantaneous trip of the overload relay should the current exceed a preset value at any time after the motor has accelerated. The modules shall be adjustable to any value between the 150 percent and 400 percent of the motor full-load current.
- C. The underload modules shall plug in the MOR and shall provide for overload relay trip whenever the current falls below a set value after the motor has accelerated. The modules shall be adjustable between 50 percent and 90 percent of the full load value of the motor full load current.

2.9 LIGHTING

- A. Lighting fixtures shall be as described below and as indicated on the Plans.
- B. Fixtures shall include lamps, ballasts, poles, mounting hardware, etc. to provide complete operating units.
- C. Catalog data including applicable coefficients of utilization tables, isolux chart of illumination on a horizontal plane, beam efficiency, horizontal and vertical beam spread, and beam lumens shall be submitted to the ENGINEER for review and

acceptance for all fixtures before fixtures are manufactured. Substitutions will be permitted only if acceptable to the ENGINEER.

D. Light Emitting Diode(LED) Lighting

1. The LED Fixture shall consist of a LED Luminaire Assembly, LED Driver and mounting hardware.
2. LED Fixture requirements are as described below:
 - a. The input to the LED Lighting Fixture shall be 120 to 277VAC ($\pm 10\%$), 60HZ or as indicated in the Contract Document.
 - b. Correlated Color Temperature (CCT) shall be minimum 4000K or as indicated in the Contract Document.
 - c. Color Rendering Index (CRI) shall be 70.
 - d. A minimum of 50,000 operating hours before reaching the L70 lumen output degradations point without catastrophic failure, or as indicated in the Contract Document.
 - e. Conform with UL 8750.
 - f. Compliance to FCC CFR Section 15.
3. LED Luminaire Assembly
 - a. Definition: Luminaire Assembly is the LED assembly without LED driver.
 - b. Input voltage shall be 24VDC, 36VDC or as indicated in the Contract Document.
 - c. CCT, CRI, Minimum life and UL conformity requirements are as defined in above article LED Lighting Fixture.
4. LED Driver
 - a. Must operate input voltage between 120VAC to 277VAC ($\pm 10\%$).
 - b. Operating frequency must be 60Hz.
 - c. Must be rated to operate between -40°C to $+50^{\circ}\text{C}$.
 - d. Must have a minimum efficiency of 85%.
 - e. Self protected including short circuit protection.
 - f. Compliance to FCC CFR Section 15.
 - g. Driver must have a Power Factor (PF) of 0.90.

E. Types and ratings: As shown on "Lighting Fixture Schedule" on Drawings.

2.10 LIGHTING AND POWER DISTRIBUTION PANELBOARDS

A. Circuit Breaker Lighting Panelboards, 240 Volt Maximum

1. Manufacturers:
 - a. Eaton
 - b. General Electric Co.
 - c. Siemens
 - d. Square D Company
 - e. Or approved equal.

B. General: Provide circuit breaker panelboards meeting standards established by UL,

NEMA PB 1, and the NEC. Where used as service entrance equipment, provide panels UL labeled for that use. Furnish panels with fully rated short circuit current equipment rating. Series connected equipment ratings are not acceptable. Provide panels rated for connection to an electric system having an available amperes rms symmetrical short current of 65,000 at 480Y/277 volts. Provide panelboards and circuit breakers suitable for use with 75 degrees C wire at full NEC 75 degrees C ampacity.

- C. Cabinets: Furnish boxes large enough to provide a minimum wiring gutter space on both sides and top and bottom of 4-inches by 4-inches minimum. Provide flush or surface mounted boxes as indicated manufactured with reinforced steel frame and code-gauge, hot-dip galvanized sheet steel. Utilize front trim the same size as the box for surface mounted panelboards and 3/4-inch larger all around than the box for flush mounted panelboards. Provide sheet steel fronts finished with prime coat of rust inhibitor and the manufacturer's standard baked enamel or lacquer finish and utilizing adjustable clamps as the means for fastening the front to the boxes. Utilize fronts having doors with concealed hinges and flush type lock and catch device. Provide multipoint locking devices for all doors over 30 inches in height. Key all locks alike, and furnish two milled type keys with each lock. Furnish on door interior a metal directory frame with transparent plastic face and enclosed directory card. Furnish an engraved, laminate plastic nameplate screwed (no adhesives) to the cabinet exterior face indicating the panelboard designation, service voltage, and phases. Nameplates are described in this section.

D. Interiors:

1. Utilize panelboard interiors that are factory assembled complete with circuit breakers as indicated. Furnish circuit breakers in positions where diagram or schedule indicates SPARE. Furnish only complete provisions for future circuit breakers where diagram indicates SPACE, and cover the resulting opening in the cabinet front with an easily removable metal cover. Utilize panelboards with interiors designed so that circuit breakers can be replaced without removing the main bus.
2. Provide bus bars of copper and full sized throughout their length. Make complete provisions for mounting future circuit breakers throughout the full length of the bus provided regardless of the number of units and spaces called for. Provide all machining, drilling, or tapping required to add or change circuit breakers in the future. Bolt together and rigidly support bus bars and connection straps on molded insulators.
3. Furnish an insulated neutral bus bar rated the same as the phase bus bars and having at least one terminal screw for each branch circuit. Furnish a copper ground bus bar installed on the panelboard frame, bonded to the box, and containing at least one terminal screw for each circuit. Provide solderless main lugs for main, neutral, and ground bus bars. Provide lugs and connection point on phase, neutral, and ground busses suitable for either copper or aluminum conductors.

E. CIRCUIT BREAKERS

1. Furnish indicating type molded circuit breakers providing ON/OFF and TRIPPED positions of the operating handle. Furnish thermal magnetic, quick-make, quick-break circuit breakers which are noninterchangeable in accordance with the NEC. Do not use tandem or dual circuit breakers in normal single-pole spaces. Do not use single-pole circuit breakers with handle ties where multiple circuit breakers are indicated. Utilize multipole circuit breakers designed so that on overload on one pole automatically causes all poles to open. Provide circuit breakers meeting requirements of NEMA AB 1. Install bolt-on circuit breakers in all panelboards.

2.11 CONTROL PANELS

A. Enclosure Manufacturers:

1. Hammond Manufacturing,
2. Nvent Hoffman, Inc.
3. Rittal North America, LLC
4. Or approved equal.

B. ENCLOSURES:

1. This specification includes enclosures to house electrical controls, instruments, terminal blocks, etc. If not indicated otherwise they shall be NEMA 12 for indoor and NEMA 3R for outdoor installations.
2. A rolled lip shall be provided around three sides of the door and around all sides of the enclosure opening. The gasket shall be attached with oil-resistant adhesive and held in place with steel retaining strips. Exterior hardware, such as clamps, screws, and hinge pins, shall be of stainless steel for outdoor installations. A hasp and staple shall be provided for padlocking. Each enclosure shall have a print pocket.
3. Enclosures shall be from 14 gauge steel with seams that are continuously welded. Doors shall have full length piano hinges with the door removable by pulling the hinge pin. They shall be as manufactured by Hoffman, Fischer & Porter, or equal.
4. Finish - Steel: Finish shall be white enamel interior, light grey enamel, ANSI 61 exterior, over phosphatized surfaces. Special finishes and colors shall be furnished for wet locations. Plans should be checked for special conditions.

C. PILOT DEVICES:

1. Manufacturers:
 - a. Allen-Bradley, Bulletin 800T, 30 mm
 - b. Eaton
 - c. Square D, Type K, 30 mm - Class 9001
 - d. Or equal.

2. Indicating lights, pushbuttons and selector switches shall be miniature oiltight units. Contact blocks in control circuits shall be NEMA ICS, B150, rated 5 amperes inductive at 120 volts AC. Contact blocks for signal circuits shall be rated 0.06 amperes at 30 volts AC or DC and shall be hermetically sealed and reed switches. Pilot lights for 120 volt AC circuits shall be LED type. Where group lamp test circuits are not specified, individual pilot light assemblies shall be "push-to-test" type. Pilot lights shall be capable of being changed from the front of the panel without special tools.

D. TERMINAL BLOCKS:

1. Manufacturers:
 - a. Allen-Bradley
 - b. Buchanan
 - c. Eaton
 - d. Entrelec (ABB) M4/6
 - e. Square D Co.
 - f. Weidmuller
 - g. Or equal
2. Terminal blocks shall be of the size required for conductors therein and a minimum of 50 percent spares shall be provided in each terminal box.

E. FUSE BLOCKS:

1. Manufacturers:
 - a. Entrelec (ABB), M10/13.SF2
 - b. Or approved equal.
2. DIN rail mounted.
3. Terminals shall accommodate 22-10 AWG solid or stranded wires.
4. Provide terminals rated for 600 VAC/VDC and 15 amperes.
5. Device shall be UL listed.

F. CONTROL RELAYS:

1. Manufacturer:
 - a. Allen-Bradley
 - b. Idec RH series
 - c. Or equal.
2. Control relays shall be general purpose "midget" relays, 10 ampere contact rating, with 1, 2, 3 or 4 Form C contacts as shown on the drawings.
3. Relay shall be provided with blade style terminals.
4. Provide LED indicator light with relay.
5. Provide a standard DIN rail mount relay socket.
6. Relay life expectancy shall be in excess of 500,000 operations at 120 VAC.
7. Device shall be UL listed.

G. DIN RAIL CIRCUIT BREAKERS

1. Manufacturer/Model:
 - a. Eaton/FAZ-NA
 - b. LS Electric
 - c. Approved Equal.
2. DIN Rail mounted.
3. Trip Characteristics: UL C or D.
4. UL Listed under UL 489.
5. Dual rated for AC or DC applications.
6. Single-pole, two-pole or three-pole models.
7. Current limiting design.
8. Thermal-magnetic overcurrent protection.
9. Trip-free design.

2.12 PROCESS SWITCHES

A. MAGNETIC DOOR SWITCH (MAN-DOOR)

1. Manufacturer
 - a. Ademco, 7939GY
 - b. Edwards, Model 60
 - c. Substitutions: Refer to Section 01600 - Product Requirements
2. Provide a gray Normally Open (NO) magnetic door switch, where the switch closes when the magnet engages. Provide appropriate hardware to install on door.

2.13 MISCELLANEOUS

A. ALARM LIGHT

1. Manufacturer/Model:
 - a. Federal Pacific/FB2PST
 - b. Or approved equal.
2. Power: 24VDC
3. Lens Color: Red.
4. Tube: 10,000 hour strobe.
5. Suitable for indoor or outdoor use.
6. UL Listed.

B. TEMPERATURE INDICATING TRANSMITTER

1. Manufacturer/Model:
 - a. Devar Inc./d-RTTI.
 - b. No Equal.
2. Loop powered two-wire temperature sensor/transmitter that mounts on a single-gang outlet box.

3. Voltage: Operates on 24VDC.
4. Output: Provide 4-20 mA DC output.
5. Indication: Four digit LED with 0.4" high red characters.
6. Range: -40 to +180 deg F., Accuracy: +/- 1 Deg, C or +/- 2 Deg F.

PART 3 INSTALLATION

- A. Installation shall be as per manufacturers specifications.

- END OF SECTION -

SECTION 26 05 13
CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Installation of wires or cables required for power distribution, service, feeders, and branch circuits.
- B. Related Sections but not limited to:
 - 1. 01 33 00 - Submittal Procedures.
 - 2. 01 78 50 - Project Closeout
 - 3. 33 05 20 - Trenching

1.2 REFERENCES

- A. NFPA 70: National Electrical Code.
- B. UL: Underwriters' Laboratories, Inc.

1.3 SUBMITTALS

- A. Field Test Data: Submit megohmmeter test data for circuits under 600 volts.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Building Conductors: Copper, 600 Volt insulation, THW.
- B. Branch Circuit Conductors and All Conductors #3 AWG and Smaller: Copper conductor, with TW, THHN, or THWN insulation #10 AWG and smaller, and THW larger than #10 AWG, where ambient temperature conditions exceed 140 deg. F.
 - 1. Size all conductors per NFPA 70.
 - 2. Minimum size to be #12 AWG.
 - 3. Stranded conductors for #8 AWG and larger.
 - 4. For outlets to fixtures, and in fixture channels (in dry areas); THHN insulated conductor.
 - 5. In damp locations, under slabs, on exterior provide THWN.
- C. Provide permanent plastic name-tag indicating load feed.

- D. Use type XHHW conductors for water pumping and regulator stations.
- E. Cable Supports: OZ cable supports for vertical risers, type as required by application.

2.2 INSTRUMENTATION

- A. Instrumentation cable shall have the number of twisted pairs indicated on the Plans and shall be insulated for not less than 600 volts. Unless otherwise indicated, conductor size shall be No. 18 AWG minimum.
- B. The jacket shall be flame retardant Flamenal or Okoseal, 90 degrees C temperature rating. The cable shield shall be minimum of 2.3 mil aluminum or copper tape overlapped to provide 100 percent coverage and a tinned copper drain wire.
- C. The conductors shall be bare soft annealed copper, Class B, 7 strand minimum concentric lay with Okoseal or Vulkene, 15 mils nominal thickness, nylon jacket, 4 mil nominal thickness, 90 degrees C temperature rating. One conductor within each pair shall be numerically identified.

2.3 COLOR AND CODING OF CONDUCTORS

- A. 120/240 volt.

- 1. A-Phase - Black
- 2. B-Phase - Red
- 3. Neutral - White
- 4. Ground - Green

- B. 480Y/277 volt.

- 1. A-Phase - Brown
- 2. B-Phase - Orange
- 3. C- Phase - Yellow
- 4. Neutral - White
- 5. Ground - Green

2.4 VFD CONDUCTORS

- A. Manufacturers:

- 1. Belden 29532 (4/0 kCMIL)
- 2. Approved Equal

- B. Provide 3 conductor plus (3) symmetrical bare copper circuit conductors plus (2) spiral copper tape shields (100% coverage) with PVC insulation, XLPE insulation.

- Provide a 100% foil plus dual copper tape shield. Cable shall be sun and oil resistant.
- C. Cable shall be suitable for Variable Frequency Drives.
 - D. Cable shall be suitable for indoor installation.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Make conductor length for parallel feeders identical.
- B. Lace or clip groups of feeder conductors at distribution center, pull-boxes, and wireway. Neatly arrange wiring within cabinets, junction boxes, fixtures, etc.
- C. Provide copper grounding conductors and straps.
- D. Install wire and cable in code conforming raceway.
- E. Use non-detrimental wire pulling lubricant for pulling No. 4 AWG and larger wire.
- F. Install wire in conduit runs after concrete and masonry work is complete and after moisture is swabbed from conduits.
- G. Color code conductors to designate neutral conductor and phase.
- H. Furnish necessary reels, reel jacks, and other pulling aids required to prevent damage to wires and cable.
- I. Splicing:
 - 1. Install wires and cables continuous without splices from sources of supply to distribution equipment and from source of supply to motor, lighting, or power outlet.
 - 2. Do not use pull boxes for making splices.
 - 3. Do not install splices in conduits.
- J. Install all wiring per NFPA 70.
- K. Use of cable with more conductors than specified; CONTRACTOR's option. When done, tape off and labeled extra conductors as spares.

3.2 CONDUCTOR CONNECTIONS

- A. Use approved pressure type solderless connectors and lugs for service entrance,

feeder, equipment connections and terminal posts.

- B. Use connectors of a type compatible to conductors, locations, and load.
- C. Make neutral connection and taps individually in order to prevent the possibility of an "open-neutral".
- D. Make branch circuit connections with UL approved solderless connectors. Do not depend solely upon a single insulating material to secure connection as well as to insulate it.
- E. After first either silverplating the bars or applying suitable nonoxidizing agents, bolt buss bar connections with adequate nonferrous bolts, washers, and lockwashers.
- F. Insulate joints and taps with patented or molded plastic insulators. Use tapes compatible with conductor jackets, temperature, and other conditions.

3.3 AFTER INSTALLATION TEST FOR CABLE 600 VOLTS AND BELOW

- A. Prior to energization, test cable and wire for continuity of circuit for short circuits. Megger all circuit of 100 amp and greater rating.
- B. Correct malfunctions.
- C. Submit record of megaohmmeter readings to ENGINEER.

3.4 IDENTIFICATION OF FEEDERS

- A. Affix a marker stamped or embossed on each cable at each entry to and exit for each manhole, pullhole, pullbox, cable tray switchgear and switch, identifying circuit; i.e. "MCCI", "PANEL L" "NO 1" etc.
- B. Identification letters to be 1/8 inch size minimum.
- C. Markers to be rigid, noncorrosive, attached to feeder cables with feeder identification.
- D. Nylon straps to be used to tie the markers.

- END OF SECTION -

SECTION 26 05 33
RACEWAY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Flexible or rigid conduits, couplings, supports, and nonmetallic ducts.
- B. Related work includes but is not limited to,
 - 1. 33 05 20 - Trenching.

1.2 REFERENCES

- A. ANSI C80.1: Rigid Steel Conduit - Zinc-Coated.
- B. ANSI C80.3: Electrical Metallic Tubing - Zinc-Coated.
- C. FS W-F-406: Fittings for Cable, Power, Electrical and Conduit, Metal, Flexible.
- D. FS WW-C-566: Conduit, Metal, Flexible.
- E. NEMA TC6: PVC and ABS Plastic Utilities Duct for Underground Installation.
- F. NEMA TC9: Fittings for ABS and PVC Plastic Utilities Duct for Underground Installation.
- G. NFPA 70: National Electric Code.
- H. UL: Underwriters' Laboratories, Inc.

PART 2 PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) as indicated; with minimum trade size of 3/4 inch.
- B. Rigid Metal Conduit (RMC): ANSI C80.1.
- C. Intermediate Metal Conduit (IMC): ANSI C80.1.
- D. Rigid and Intermediate Steel Conduit Fittings: Provide fully threaded malleable steel couplings; raintight and concrete tight where required by application. Provide

double locknuts and metal bushings at conduit termination, use OZ type B bushings on conduits 1-1/4 inch and larger.

- E. Electrical Metallic Tubing (EMT): ANSI C80. 3.
- F. EMT Fittings: Provide insulated throat non-indenter type malleable steel fittings; concrete tight where required by application. Install OZ type B bushings on conduits 1-1/4 inches and larger.
- G. Flexible Metal Conduit (FMC): FS WW-C-566, Zinc-coated steel.
- H. Flexible Metal Conduit Fittings: FS W-F-406, Type 1, Class 1, Style A.
- I. Liquid Tight Flexible Metal Conduit: Provide liquid-tight, flexible metal conduit; constructed of single strip, flexible continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coated with liquid-tight jacket of flexible polyvinyl chloride (PVC).
- J. Liquid-Tight Flexible Metal Conduit Fittings: FS W-F-406, Type1, Class 3, Style G.
- K. Expansion Fittings: OZ Type AX, or equivalent to suit application.

2.2 NON-METALLIC CONDUIT AND DUCTS

- A. General: Minimum trade size: 3/4 inch.
- B. Underground PVC Plastic Utilities Duct: NEMA TC6, Type I for encased burial in concrete, Type II for direct burial.
- C. Duct Fittings: NEMA TC9, match to duct type and material.

2.3 CONDUIT, TUBING, AND DUCT ACCESSORIES

- A. Provide conduit, tubing and duct accessories of types and sizes, and materials, complying with manufacturer's published product information, which mate and match conduit and tubing. Provide manufactured spacers in all duct bank runs.

2.4 LOCKNUTS, BUSHINGS, CONNECTORS, COUPLINGS, AND SUPPORTS

- A. General: Provide malleable bushings, except that plastic bushings may be used in lieu of phenolic-lined malleable bushings where "insulating bushings" are required.
- B. Provide "double-locknut" system (2 locknuts) throughout, each being tightened wrench tight as to effectively bond outlet box or cabinet to conduit.
- C. Sealing Bushing: OZ Type FSK, WSK, or CSMI as required by application. Provide OZ type CSB internal sealing bushings.

- D. Provide insulated-through type ground bushing of the malleable type.
- E. Provide connectors or couplings that are proper for the conduit they are used with. Make watertight when required.
- F. Provide cadmium plated or galvanized fittings.
- G. Provide fittings with die-cut threads unless approved otherwise.
- H. EMT connectors used with #4 and larger cable shall have throat liners of suitable plastic insulation.

2.5 CONDUIT OUTLET BOXES

- A. Refer to Section 26 05 34.

2.6 SCHEDULE OF LOCATIONS

- A. Galvanized steel conduit in concrete.
- B. Install PVC Sch 80 in chlorine rooms.
- C. Exposed: Install galvanized rigid conduit.
- D. For underground conduit use rigid, threaded, galvanized steel conduit, or solvent welded PVC conduit
- E. Make connections to motors and equipment with PVC jacketed flexible conduit and liquid tight connectors. Provide 1/2 inch minimum size for motor connections.
- F. Provide flexible conduit for fixture and control wiring with sufficient length of flexible conduit to avoid transmission of vibration.

PART 3 EXECUTION

3.1 PREPARATION

- A. Trenching: Section 33 05 20.

3.2 INSTALLATION

- A. Install conduit concealed in all areas, excluding mechanical and electrical rooms, connections to motors, and connections to surface cabinets.
- B. For exposed runs attach surface-mounted conduit with clamps.

- C. Coordinate installation of conduit in masonry work.
- D. Unless indicated otherwise, do not install conduit larger than 2-1/2 inches in concrete slabs. Provide a minimum concrete cover around conduits of 2-inches.
- E. Install conduit free from dents and bruises. Plug ends to prevent entry of dirt and moisture.
- F. Clean out conduit before installation of conductor.
- G. Alter conduit routing to avoid structural obstructions, minimizing crossovers.
- H. Fill end of conduit with fiberglass where conduits leave heated area and enters unheated area.
- I. Provide flashing and pitchpockets, making watertight joints where conduits pass through roof or waterproofing membranes.
- J. Install UL approved expansion fittings complete with grounding jumpers where conduits cross building expansion joints. Provide bends or offsets in conduit adjacent to building expansion joints where conduit is installed above suspended buildings.
- K. Route all exposed conduits parallel or perpendicular to building lines.
- L. Make interconnections between difference types of raceways with manufactured fittings approved by UL.
- M. Size raceways per NFPA 70 tables. Do not reduce from any sized indicated.
- N. Do not exceed sizes permitted in slabs or walls.
- O. Do not exceed number of bends allowed in conduit by NFPA 70.
- P. Make joints wrench tight or otherwise with minimum resistance to the flow of fault currents.
- Q. Use furred spaces and chases to an advantage in concealing conduits.
- R. Make field bends only where needed and then carefully to minimize wire pulling tensions and for best appearance in exposed runs.
- S. Test conduit runs with lignum vitale ball (mandrel) of 85-percent of conduit diameter.
- T. Cut conduit with hacksaw or other approved pipe cutting tool and ream ends to clean out all burrs before connecting.
- U. Keep conduits at least 6-inches away from steam or hot water pipes, breaching, and

boilers, but in no case permit conductors to reach higher than rated temperatures. Avoid traps in runs and slope conduit to drain.

- V. Fasten raceways securely in place. Firmly fasten conduit within 3-feet of each outlet, junction box, cabinet, or fitting. Support metallic conduit, rigid (heavy wall) and EMT at least every 10-feet. Support rigid nonmetallic conduit in strict accordance with NFPA70. Use raceway fasteners designed for the purpose.

3.3 PULL BOXES, WIREWAYS, AND GUTTERS

- A. Furnish as indicated, plus any such items required to assemble conduits and other raceways. Provide Section 26 05 34 pull boxes as dictated by wire pulling requirements. Unless indicated otherwise face into secondary or unfinished rooms.
- B. Construction: Code gage galvanized sheet steel and sized strictly in conformance with NFPA 70 requirements.
- C. Finish: Free of burrs, sharp edges, unreamed holes, and sharp-pointed screw or bolts. Paint both inside and out.
- D. Coating: When mounted direct to concrete or masonry walls that are below grade or where there will be sweating or other moisture present on wall surface, coat backs of boxes with a heavy coat of black asphalt paint before mounting.
- E. Protection: Adequate provisions for preventing damage to conductors either during pulling in or from weights and tensions when in place.
- F. Weatherproof, rain-tight, or special type when indicated or when required by NFPA 70.

3.4 ANCHORS, FASTENERS, AND MISCELLANEOUS SUPPORTS

- A. Use compatible anchors in roof or ceiling slabs of concrete from which a load is suspended and anchors used to fasten heavy equipment without lead in their construction.
- B. Make exposed conduit fastenings with one-piece, malleable conduit clamps. Two hole, galvanized sheet metal pipe straps may be used on all concealed installations.
- C. Use companion bases or backs with conduit clamps when conduit is exposed to weather or continuous moisture.
- D. Use ring type hangers on individual runs of conduit 3-inches and larger if suspended, complete with threaded rods. Use adjustable turnbuckles when specified or otherwise as an option.
- E. Support multiple runs of suspended conduits from trapeze style hangers suspended

with rigid threaded steel rods and with suitable conduit clamps or straps of the same make as cross channels used.

- F. Mount multiple runs of conduit on ceiling or wall surfaces.
- G. Do not hang or support electrical equipment and materials from roof decks.

- END OF SECTION -

SECTION 26 05 34
ELECTRICAL BOXES AND FITTINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Types of electrical boxes and electrical fitting work.
- B. Related Sections:
 - 1. 26 05 13 - Conductors and Cables
 - 2. 26 05 33 - Raceway

1.2 REFERENCES

- A. NEMA OS 1: Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- B. NEMA OS 2: Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. NFPA 70: National Electric Code.
- D. UL: Underwriters' Laboratories, Inc.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70 as applicable for installation of electrical boxes and fittings.
- B. Comply with NEMA OS 1 and NEMA OS 2 as applicable for outlet boxes, device boxes, covers and box supports.
- C. Provide electrical boxes and fittings which have been UL-listed and labeled.

PART 2 PRODUCTS

2.1 INTERIOR OUTLET BOXES

- A. One piece, cast iron or cast aluminum outlet wiring boxes, of types shapes and sizes, including box depths, to suit each respective location and installation. If of aluminum, essentially "copper free". Do not use on conduits of dissimilar metals, except with written permission.
- B. Construct with threaded screw holes with corrosion-resistant screws for securing box and covers and wiring devices.
- C. Minimum depth 1-1/4 inches or 2-1/8 inch depth for boxes with 3 or more conduit

entries.

- D. Use in combination with factory or field bends when indicated or advised. Complete outlet bodies with mounting brackets, hangers, extension rings, fixture studs, cable clamps, metal straps, gaskets, cover, hubs, reducers, and other accessories.

2.2 WEATHERPROOF OUTLET BOX

- A. Corrosion-resistant cast-metal of types, shapes and sizes (including depth) required.
- B. Threaded conduit ends, cast-metal face plates with spring hinged waterproof caps suitably configured for each application, with faceplate gaskets and corrosion-resistant fasteners.

2.3 JUNCTION AND PULL BOXES

- A. Building Structure Type: Code-gage sheet steel with screw-on covers; of types, shapes and sizes to suit each respective location and installation; with welded seams and equipped with galvanized steel bolts, nuts and accessories.
- B. Buried Type: Plastic body and cover, or pre-cast concrete with screw-on traffic rated cast iron covers; of types, shapes and sizes to suit each respective location and installation; equipped with stainless steel bolts, nuts and accessories.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- B. Provide knockout closures to cap unused knockout holes where blanks have been removed.

3.2 INSTALLATION

- A. A. Install where indicated, complying with manufacturer's written instruction, applicable requirements of NFPA 70 and NEMA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Install coverplates for all boxes; weatherproof outlets for interior and exterior locations exposed to weather or moisture.
- C. Install boxes and fittings to ensure ready accessibility of electrical wiring. Install recessed boxes with face of box or ring flush with adjacent surface.

- D. Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed boxes in concrete or masonry. Use bar hangers for stud construction. Use of nails for securing boxes is prohibited. Set boxes on opposite sides of common wall with minimum 10-inches of conduit between them.

- END OF SECTION -

SECTION 26 29 23
VARIABLE FREQUENCY DRIVES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes enclosed variable frequency controllers.

1.2 RELATED WORK

- A. Related Work specified in other Sections:
1. Section 01 33 00 Submittal Procedures
 2. Section 01 78 50 Project Closeout
 3. Section 26 06 05 Electrical Equipment
 4. Section 26 05 13 Conductors and Cables

1.3 REFERENCES

- A. IEEE C62.41 (Institute of Electrical and Electronics ENGINEER's) - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
- B. NEMA FU 1 (National Electrical Manufacturers Association) - Fuses.
- C. NEMA ICS 3.1 (National Electrical Manufacturers Association) - Safety Standards for Construction and Guide for Selection, Installation and Operation of Adjustable-Speed Drive Systems.
- D. NEMA ICS 7 (National Electrical Manufacturers Association) - Industrial Control and Systems:
1. Speed Drives.
- E. NEMA 250 (National Electrical Manufacturers Association) - Enclosures for Electrical Equipment (1000 Volts Maximum).
- F. NETA ATS (International Electrical Testing Association) - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.4 SUBMITTALS

- A. Shop Drawings: Indicate front and side views of enclosures with overall dimensions and weights shown; conduit entrance locations and requirements; and nameplate legends.
- B. Product Data: Submit catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings dimensions, and

enclosure details.

- C. Test Reports: Indicate field test and inspection procedures and test results.
- D. Manufacturers Field Reports: Indicate start-up inspection findings.
- E. Five copies, plus the number of copies the CONTRACTOR wishes returned, shall be submitted to the ENGINEER for approval.
- F. Manufacturer's warranty.

1.5 SUBMITTED AT SHIPMENT

- A. Include system manuals, complete with wiring diagrams, schematics, operating, and maintenance instructions, shall be provided with the VFD and VFD systems at the time of shipment, on both hard and digital copies.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 78 50 - Project Closeout.
- B. Operation and Maintenance Data: Submit instructions complying with NEMA ICS 3.1. Include procedures for starting and operating controllers, and describe operating limits that may result in hazardous or unsafe conditions. Include routing preventive maintenance schedule.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience and service facilities within 100 miles of the project.

1.8 STANDARDS

- A. The VFD shall be UL listed and not require external fuses except where input power is supplied from multiple transformer secondaries.
- B. All VFD and VFD systems shall be designed in accordance with applicable portions of NEMA standards, and panel build ups manufactured by a UL508 listed manufacturer.
- C. The VFD shall be compatible with the installation requirements of interpretive codes such as National Electric Code (NEC) and Occupational Safety & Health Act (OSHA).
- D. The VFD shall be capable of operating in compliance with IEEE 519-1992.

E. The VFD shall meet IEC 612 00-2 for vibration levels.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to components, enclosure, and finish.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Section 26 05 00 - Electrical General Requirements.
- B. Conform to NEMA ICS 7 service conditions during and after installation of variable frequency controllers.

1.11 WARRANTY

- A. Equipment furnished under this Section shall be guaranteed against defective parts and workmanship for 1 year from date of Final Acceptance of the system and shall include labor and travel time for necessary repairs at the job site.
- B. The manufacturer shall provide the service of a factory-trained service representative to verify the correctness of the CONTRACTOR's completed installation; to check all electronic circuitry and mechanical components to assure their proper function; and to make all necessary measurements in and around the unit to ensure proper operation. A minimum of 1-day startup service shall be provided. The manufacturer shall provide through the CONTRACTOR to OWNER a written certification that the installation is complete, correct and properly calibrated.

1.12 MAINTENANCE SERVICE

- A. Provide service and maintenance of variable frequency controller for one year from Date of Substantial Completion.

1.13 MAINTENANCE MATERIALS

- A. Supply two of each air filter.
- B. Provide three of each fuse size and type.

PART 2 PRODUCTS

2.1 VARIABLE FREQUENCY CONTROLLER

A. Manufacturers:

1. Allen-Bradley
2. Eaton
3. General Electric
4. Square D, Altivar Process 630 Drive
5. WEG
6. No Equals

B. Product Description: NEMA ICS 7, enclosed 6 pulse variable frequency controller suitable for operating the indicated loads. Select unspecified features and options in accordance with NEMA ICS 3.1.

2.2 RATINGS

A. Rated Input Voltage: 480 Volts, three phase, 60 Hertz. The VFD shall be able to withstand voltage variations of -15% to +10% without tripping or affecting VFD performance.

B. Motor Nameplate Voltage: 460 Volts, three phase 60 Hertz.

C. Motor Nameplate Horse power: 150 horsepower design B.

D. Displacement Power Factor: Between 1.0 and 0.95 lagging over entire range of operating speed and load.

E. Operating Ambient: 0 degrees C to 50 degrees C.

F. Relative Humidity: 5 to 95 percent non-condensing.

G. Minimum Efficiency at Full Load: 96 percent.

H. Elevation: The VFD shall be suitable for operations up to 4,500 feet.

2.3 DESIGN FEATURES

A. Employ microprocessor-based inverter logic isolated from power circuits.

B. Employ pulse-width-modulated inverter system.

C. Design for ability to operate controller with motor disconnected from output.

D. Design to attempt five automatic restarts following fault condition before locking out and requiring manual restart.

E. The VFD shall be capable of 4 different acceleration and different deceleration rates,

each rate independently adjustable from 0.01 to 3600 seconds. Selectable accel/decel patterns to include linear, S-curve, and non-linear for variable torque loads.

- F. The VFD shall have the capability of determining motor characteristics to optimize its operation with the use of pre-programmed motor data information or self-tuning operation. Self-tuning is to be available with or without the motor coupled to the load. Tuning shall also include an online mode that automatically and dynamically compensates the VFD regulator for changes in motor temperature.

2.4 INDICATORS AND MANUAL CONTROLS

A. Input Signal: 4 - 20 mA DC.

B. Display:

1. Provide integral LCD display to indicate output voltage, output frequency, output current, fault codes and drive status.
2. Upon a fault condition, the LCD shall display VFD output current, voltage, frequency, torque, DC link voltage, operating hours, I/O terminal status, and temperature at the time of fault. The last four (4) faults will be stored in memory and selectively be displayed on the LCD.

C. Indicator Lights:

1. Provide an indicator light to indicate VFD failure.

D. The drive shall have a built-in keypad that is installed on the outside cover and shall include Forward/Reverse/Stop/Jog keys, Drive reset key and Reference increment/decrement keys.

E. Volts Per Hertz Adjustment: Plus or minus 10 percent.

F. Current Limit Adjustment: 60 - 110 percent of rated.

G. Acceleration Rate Adjustment: 0.5 - 30 seconds.

H. Deceleration Rate Adjustment: 1 - 30 seconds.

I. HAND-OFF -AUTOMATIC selector switch and manual speed control.

J. Control Power Source: Integral control transformer.

2.5 SAFETIES AND INTERLOCKS

A. Includes undervoltage release.

- B. Door Interlocks: Mechanical means to prevent opening of equipment with power connected, or to disconnect power if door is opened; include means for defeating interlock by qualified persons.
- C. Safety Interlocks: Terminals for remote contact to inhibit starting under both manual and automatic mode.
- D. Control Interlocks: Furnish terminals for remote contact to allow starting in automatic mode.
- E. The VFD shall be able to automatically reset up to ten (10) times after over-current, over-voltage, overheating, and overload faults. Reset attempts and reset intervals must be programmable.
- F. Disconnecting Means: Integral circuit breaker on the line side of each controller.

2.6 VFD INPUT/OUTPUT PARAMETERS

- A. The VFD shall accept and follow a selectable external frequency reference of either analog 0-5 VDC, 0-10 VDC, 4-20m A with signal inversion.
- B. The VFD shall maintain the output frequency to within 0.2% of reference when the reference is analog, and to within .01% of reference when the reference is digital (Speed level inputs from keypad, contact closure, digital interface, or serial communication).
- C. The VFD shall have a reference filter to reduce noise in the analog signals and a low noise control power supply system.
- D. The VFD shall accept inputs from external dry contacts for the following functions:
 - 1. Run forward command
 - 2. Run reverse command
 - 3. Multi-step frequency selection
 - 4. Acceleration/Deceleration time selection
 - 5. Stop command
 - 6. Coast to stop command
 - 7. Alarm reset
 - 8. Trip command (external fault)
 - 9. Jogging operation
 - 10. Frequency reference selection (2)
 - 11. DC brake command
 - 12. Torque limits (2)
 - 13. Switching operation between line and inverter (50 and 60 Hz)
 - 14. Speed Increase command
 - 15. Speed Decrease command
 - 16. Write enable for keypad

17. PID control cancel
 18. Inverse mode changeover
 19. Interlock signal
 20. Serial communications enable
 21. Universal DI
 22. Pick up start mode
 23. Forced stop command
 24. Forced stop command with Deceleration time
- E. The frequency reference shall be from, selectively, an external speed potentiometer, external analog signals (0-5 VDC, 0-10 VDC, 4 to 20mA with signal inversion), from the built in keypad, or from serial communication.
1. The VFD shall provide five selectable digital outputs indicating the following:
 - a. Inverter running
 - b. Frequency equivalence signal
 - c. Frequency level detection
 - d. Torque polarity
 - e. Torque limiting
 - f. Auto-restarting
 - g. Overload early warning
 - h. Keypad operation mode
 - i. Inverter stopping
 - j. Ready input
 - k. Line/Inverter changeover
 - l. Motor 2 / Motor 1
 - m. Auxiliary terminal
 - n. Time-up signal
 - o. Cycle completion time
 - p. Stage No Indication (1, 2, and 4)
 - q. Alarm Indication (1, 2, 4, and 8)
 - r. Fan operation signal
 - s. Auto resetting
 - t. Universal DO
 - u. Overheat early warning
 - v. Second frequency level detection
 - w. Second overload early warning
 - x. Terminal C1 off signal

2.7 PROTECTIVE AND DIAGNOSTIC FEATURES

- A. When a fault occurs, the VFD shall have a controlled shut down sequence. A Form C relay fault output shall be available. The reason for the fault condition shall be enunciated on the LED display, and the LCD graphic screen shall display the current, temperature, frequency, and voltage at the time of the fault as well as potential reasons for the condition. The VFD shall monitor, sense, and display the following fault conditions:

1. Over-current during acceleration
 2. Over-current during deceleration
 3. Over-current during constant speed operation
 4. Ground fault
 5. Input phase loss
 6. Fuse blown
 7. Over-voltage during acceleration
 8. Over-voltage during deceleration
 9. Over-voltage during constant speed operation
 10. Under-voltage
 11. Overheating of heatsink
 12. External thermal relay
 13. Over-temperature of internal air
 14. Overheating at Dynamic Braking circuit
 15. Motor 1 overload
 16. Motor 2 overload
 17. Inverter unit overload
 18. Over-speed
 19. Memory Error
 20. Keypad panel communication error
 21. CPU error
 22. Option error
 23. Operational procedure error
 24. Output wiring error / Impedance imbalance
 25. Modbus-RTU error
- B. The VFD shall have a selectable Torque Limiting function for both motoring and braking that will sense an overload condition and will reduce frequency and current temporarily until the load reaches acceptable levels. If the overload condition is not settled in the proper amount of time, the Drive will trip on overload. The Torque Limiting shall be programmable from 20-150% of Drive rated motor torque (30 HP and below) and from 20-150% of Drive rated motor torque (40 HP and above), with 1% resolution.
- C. The VFD shall have a selectable electronic inverse time thermal overload function as required by NEC and UL Standard 991 for an AC Induction Motor (Refer to applicable codes for specific installation requirements). The overload shall be programmable from 20 - 135% of Drive rated current.
- D. The VFD shall have an over-voltage protection function that operates if supply voltage rises above rated value or by motor's regeneration.
- E. The VFD shall treat short circuits in either the output load or the output module as an over-current.
- F. If the VFD heat sink temperature exceeds approximately 100-degrees C, the Drive

will shut down on over temperature fault.

- G. The VFD shall provide output ground fault protection.
- H. The VFD shall provide LED indication of DC bus voltage, which, when lit, will signify to maintenance people the presence of potentially dangerous voltage.

2.8 VFD CONSTRUCTION

- A. The VFD shall be a sinusoidal PWM type Drive with sensor-less vector control capability. The VFD Supplier shall provide open chassis, IP20, NEMA 1 enclosures at all ratings as required for the application. Drive shall be of modular construction for ease of access to control and power wiring, and maintenance. It shall consist of the following general components:
 - 1. Full wave diode AC/DC rectifier, to eliminate line voltage notching of the three phase source and maintain an input displacement power factor of 0.95 or greater, regardless of speed or load. SCR front ends with gate firing electronics are unacceptable.
 - 2. DC link capacitors standard, DC link reactor available at all ratings, standard on systems 100HP+.
 - 3. Input surge protection performed by internal MOV'S (metal oxide varistors) or devices providing equal protection.
 - 4. Insulated Gate Bipolar Transistor (IGBT) power section. The power section control shall use vector dispersal pulse width modulated (PWM) control and fourth generation soft switching IGBTs to reduce noise and allow longer cable length from VFD to motor without the need for output filters.
 - 5. The VFD shall be microprocessor based and fully transistorized with a 32 bit MCU and 33 MIPS processing speed.
 - 6. Separate control and power terminal boards, with option plug shall be provided by the VFD to allow for remote operation.
 - 7. The VFD shall have an RS485 serial communications port as a standard with options for communicating with recognized industry standard device level networks such as Modbus.
 - 8. The VFD shall have a Keypad capable of copying, uploading and downloading Drive function codes.

2.9 INPUT FILTER

- A. Harmonic Filter: Provide a Matrix Harmonic Filter to reduce the harmonic currents going back into the utility power grid and power system. The total harmonic voltage distortion factor (DF) at the main 480 volt bus for voltage shall be less than 5 percent.
- B. The filter shall include a contactor that shall de-energize the capacitors when the drive is less than 30% output.

2.10 PROCESS ALARM SWITCH

A. Manufacturer/Model:

1. CR Magnetics/CR3595.
2. Or approved equal.

B. Description - Provide a process alarm switch to monitor the VFD output Hz. When the control loop exceeds the set point the relay becomes energized and the on-board LED illuminates.

C. Input Power: 24 VDC.

D. Output: Form C Relay, 10A at 125 VAC.

E. Process variable: 4-20 mA DC

F. DIN Rail mounting.

2.11 SURGE PROTECTIVE DEVICE

A. TVSS Manufacturer:

1. Eaton
2. Raycap
3. Square D
4. Or Approved equal.

B. This Section describes the materials and installation requirements for an integrated Transient Voltage Surge Suppressor (TVSS), also referred to as Surge Protective Device (SPD), inside VFD enclosure. These devices are used to protect AC electrical circuits from the effect of lightning induced currents, substation switching transients and internally generated transients resulting from inductive and or capacitive load switching.

C. References

1. UL 1449 Second Edition 2005 - Transient Voltage Surge Suppressors
2. UL 1283 - Electromagnetic Interference Filters
3. ANSI/IEEE C62.41.1-2002 - IEEE Guide on the Surge Environment in Low Voltage (1000 V and Less) AC Power Circuits; C62.41.2-2002 - IEEE Recommended Practice on Characterization of Surge Voltages in Low Voltage AC Power Circuits; and C62.45-2002 - IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits.
4. NEC 2017 Article 285

D. Internal TVSS

1. TVSS shall be Listed in accordance with UL 1449 Second Edition 2005 and UL 1283, Electromagnetic Interference Filters.
 2. Integrated surge protective devices (SPD) shall be Component Recognized in accordance with UL 1449 Second Edition, Revision 2/9/2005 Section 37.3 and 37.4 at the standard's highest short-circuit current rating (SCCR) of 200 kA, including intermediate level of fault current testing that will be effective 2/9/2007.
 3. TVSS shall be tested with the ANSI/IE EE Category C High exposure waveform (20kV -1.2/50s, 10kA-8/20s).
 4. TVSS shall provide suppression for all modes of protection: L-N, L-G, and N-G in WYE systems.
 5. Recommended TVSS ratings:
 - a. Minimum surge current rating shall be 90 kA per phase for service entrance and 80 kA per phase (40 kA per module) for distribution applications.
 - b. UL 1449 clamping voltage must not exceed the following: 480Y/277
 - c. Pulse life test: Capable of protecting against and surviving 5000 ANSI/IE EE Category C High transients without failure or degradation of clamping voltage by more than 10%.
 6. TVSS shall be designed to withstand a maximum continuous operating voltage (MCOV) of not less than 115% of nominal RMS voltage.
 7. TVSS shall be constructed of one self-contained suppression module per phase.
 8. Visible indication of proper TVSS connection and operation shall be provided. The indicator lights shall indicate which phase as well as which module is fully operable. The status of each TVSS module shall be monitored on the front cover of the enclosure as well as on the module. A push-to-test button shall be provided to test each phase indicator. Push-to-test button shall activate a state change of dry contacts for testing purposes.
 9. TVSS shall be equipped with an audible alarm which shall activate when any one of the surge current modules has reached an end-of-life condition. An alarm on/off switch shall be provided to silence the alarm. The switches and alarm shall be located on the front cover of the enclosure.
 10. A connector shall be provided along with dry contacts (normally open or normally closed) to allow connection to a remote monitor or other system. The output of the dry contacts shall indicate an end-of-life condition for the complete TVSS or module.
 11. Terminals shall be provided for necessary power and ground connections.
 12. The TVSS shall be equipped the following optional items:
 - a. A transient voltage surge counter shall be located on the diagnostic panel on the front cover of the enclosure. The counter shall be equipped with a manual reset and battery backup to retain memory upon loss of AC power.
- E. TVSS shall have a warranty for a period of ten (10) years from date of Final Acceptance. Warranty shall be the responsibility of the electrical distribution equipment manufacturer and shall be supported by the respective field service division.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that building environment can be maintained within the service conditions required by the manufacturer.

3.2 INSTALLATION

- A. Install in accordance with NEMA ICS 3.1.
- B. Tighten accessible connections and mechanical fasteners after placing controller.
- C. Select and install overload heater elements in motor controllers to match installed motor characteristics.
- D. Provide engraved plastic nameplates under the provisions of Section 26 05 00.
- E. Motor Data: Neatly type label inside controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating. Place label in clear plastic holder.

3.3 QUALITY ASSURANCE

- A. All VFD's shall be 100 % factory tested to ensure proper performance upon delivery.
- B. VFD's installed in panels shall be 100% factory tested as a system by the VFD supplier.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.16 and NEMA ICS 3.1.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Prepare and startup variable frequency controller.
- B. VFD operational and maintenance training and startup service shall be provided by the VFD supplier. The VFD vendor shall have factory trained personnel at field locations convenient to the installation site, available for trouble shooting and/or startup assistance 24/7.
- C. Coordinate factory startup with the VFD, motor and Motor Protector factory representatives.

- D. Coordinate VFD settings and the Backup Power Generator so that the facility operates as intended on both utility power and on backup generator power.

3.6 DEMONSTRATION AND TRAINING

- A. Provide 4 hours of instruction each for 6 persons, to be conducted at Project Site with manufacturer's representative.

3.7 WARRANTY

- A. The VFD vendor shall provide a warranty for material and workmanship, for a period of twenty-four months after start-up.
- B. Warranty and non-warranty service shall be available in house and in the field. There shall be authorized service centers locally available within 4 hours.

3.8 SPARE PARTS

- A. Provide a list of all spare parts to the OWNER at Substantial Completion.

- END OF SECTION -

SECTION 32 12 16
HOT-MIX ASPHALT CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. This section addresses the requirements for installing hot-mix asphalt concrete, as outlined in Section 33 05 25 – Pavement Restoration of the APWA Specifications, and as modified herein.

1.2 RELATED SECTIONS

- A. Related work specified in other sections includes but is not limited to:

Section 32 12 13.13 – Tack Coat (APWA)

Section 32 12 16.13 – Plant-Mix – Asphalt Paving (APWA)

Section 33 05 25 – Pavement Restoration (APWA)

1.3 REFERENCES

- A. The American Public Works Association General Conditions and Standard Specifications for Construction, latest edition.
- B. The following are also references applicable to this section.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM D 1559: Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.
- ASTM D 2041: Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures.
- ASTM D 2950: Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Method.
- ASTM D 3665: Standard Practice for Random Sampling of Construction Materials.

1.4 SUBMITTALS

- A. Laboratory mix design for proposed hot-mix asphalt concrete paving.
- B. Means and methods for removal, reprocessing, and placement of existing asphalt surfaces as base course material.
- C. Laboratory mix design for proposed tack coat application.
- D. Quality assurance tests for asphalt and aggregate material sources.

- E. Copies of batch delivery tickets shall be submitted during progress of the work, and shall show the following information:
 - 1. Name of production facility
 - 2. Serial number of ticket
 - 3. Date and truck number
 - 4. Name of CONTRACTOR
 - 5. Job name and location
 - 6. Weight of asphalt concrete
 - 7. Loading temperature
 - 8. Signature or initial of plant representative
 - 9. Type and grade of asphalt cement
 - 10. Type and grade of aggregate
 - 11. Applicable mix design method
 - 12. Separate weights of aggregate and asphalt
- F. Submit type and number of rollers required for compacting asphalt concrete

1.5 SITE CONDITIONS

- A. Pave only when air and roadbed temperatures in the shade are greater than 50 deg. F. The temperature restrictions may be waived only upon written authorization from ENGINEER.
- B. Do not pave during rain or unsuitable weather or when surface is wet.

1.6 ACCEPTANCE

- A. Acceptance of hot-mix asphalt concrete paving is based upon minimum density, minimum thickness, smoothness, and surface appearance. Smoothness and surface appearance shall be as defined by Section 32 12 16.13 of the APWA Specifications.

PART 2 PRODUCTS

2.1 BITUMINOUS MATERIAL

- A. The bituminous material shall be **PG 58-28** for the 1/2" mix design.
- B. Sampling and testing shall be the responsibility of CONTRACTOR, and shall be performed as required in Section 01 45 00 - Quality Control and Materials Testing.

2.2 TACK COAT

- A. Tack coat material shall conform to all requirements of Section 32 12 13.13 - Tack Coat (APWA).

PART 3 EXECUTION

3.1 PREPARATION

- A. Preparation shall conform to all requirements of Section 32 12 16 of the APWA specifications.
- B. CONTRACTOR shall map and mark all existing surface utilities within the line of work, and shall lower fixtures if pavement machine is not capable of passing over structure.
- C. All asphalt and concrete surfaces within the line of work are to be removed and disposed of properly by the CONTRACTOR. The CONTRACTOR may, upon written authorization of the OWNER, use processed asphalt materials as base course material. Excess materials shall be removed and disposed by the CONTRACTOR.
- D. Existing asphalt pavements and drive approach extensions to be removed shall be cut by a wheel cutter, clay spade, or other device capable of making a neat, reasonably straight and smooth cut without damaging adjacent pavement and/or concrete that is not to be removed. The cutting device operation shall be subject to the approval of the ENGINEER.
- E. Any existing base, surfacing, or pavement shall be thoroughly cleaned immediately prior to receiving the plant-mixed surfacing. Where existing pavement is being widened or extended, it shall be cut to a straight vertical face prior to the paving operations and treated with asphalt paint binder.

3.2 BASE COURSE

- A. Base course material shall be placed in accordance with Section 32 11 23 of these specifications.
- B. Base course surfaces shall be maintained in an acceptable condition for both moisture and density, as defined by Section 32 11 23 - Road Base, until the overlying hot-mix asphalt cement materials have been placed, at no additional expense to the OWNER.
- C. Processed asphalt materials may be used as base course provided that the resulting gradation for the 1 ½ " and - 200 sieves comply with the requirements of Section 32 11 23 - Road Base. Processed asphalt which has been contaminated with clay or silt materials will not be accepted.

3.3 PLACEMENT OF TACK COAT

- A. Apply tack coat to all existing asphalt concrete surfaces preparatory to placing asphalt concrete pavement in accordance with Section 32 12 13.13 – Tack Coat of the APWA specifications.

3.4 PLACEMENT OF HOT-MIX ASPHALT CONCRETE

- A. For all excavations within twenty-four (24) inches of any structure, concrete, or edge of existing pavement surface; CONTRACTOR shall remove and replace existing pavement surface to the concrete, structure, or edge of existing pavement surface.
- B. Where a longitudinal trench is partly in pavement, the pavement shall be replaced to the original pavement edge, on a straight line, parallel to the center line of the roadway.
- C. Where no part of a longitudinal trench is in the pavement, surfacing replacement will only be required where existing surfacing materials have been removed.
- D. Spreading shall be as nearly continuous as possible.
- E. Placement shall also allow for line, grade, elevations, and thickness specified herein and as shown on the drawings.
- F. When asphalt concrete is laid against vertical surfaces such as gutters, the face of the vertical surface shall be roughened for proper bonding, cleaned, and then painted with a light coating of asphalt cement or emulsified asphalt.
- G. At terminations of new surface course, the asphalt concrete shall be feathered into the existing surface over such a distance as may be required to produce a smooth riding transition. Base course and single course construction shall be joined by vertical butt joints finished and rolled to a smooth surface.
- H. Asphaltic concrete shall not be placed when frozen materials are present in the base or sub-base.
- I. Asphaltic concrete shall not be placed during adverse conditions, i.e., rain or when a roadway surface is wet.
- J. Asphaltic concrete shall be placed between April 15 and October 15. Asphalt concrete shall not be placed after October 15 and before April 15 unless roadway surface temperatures are 50-deg F (40 deg F if only performing utility trench patching) and rising in the shade. Approval to place the asphalt concrete after October 15 and before April 15 of the following year requires written approval from the OWNER.
- K. Roadways not completed prior to October 15, and not meeting the requirements of this section, shall be repaired by placing a temporary 2-inch thick asphalt (or other ENGINEER approved surface) course over all exposed, earthen surfaces. These temporary surfaces shall be completely removed and repaired in accordance with these specifications at no additional expense to the OWNER.

- L. Asphalt rolling shall be in accordance with Section 32 12 16 of the APWA specifications. The CONTRACTOR shall establish and document a rolling pattern for obtaining densities. The test strip shall be no shorter than 300 feet. Establishment of rolling patterns are for the purpose of establishing minimum rolling patterns, and shall not release the CONTRACTOR of meeting all requirements of these specifications and drawings.
- M. The target density for asphalt placement shall be 94 percent of laboratory density plus or minus two (2) percent. If an individual test result falls below 92 percent of maximum density, the material represented by that test will be considered defective, and shall be removed and replaced by the CONTRACTOR at no additional cost to the OWNER.
- N. The minimum acceptable thickness of asphalt for completed roadways shall be 3 inches or as identified on the Drawings, as verified by core samples. Areas found to contain less than the minimum thickness shall be removed and replaced at no additional expense to the OWNER.
- O. The completed finish shall be as specified in Section 32 12 16 of the APWA specifications.
- P. CONTRACTOR shall adjust the height of all street fixtures to match final grade. If required, concrete collars shall be placed around all surface street fixtures (i.e. manholes, valve boxes, monuments, etc.).
- Q. CONTRACTOR shall complete all concrete collars within 2 weeks of completion of paving each roadway section.
- R. CONTRACTOR shall restripe streets, as required, in accordance with Section 32 17 23 - Pavement Markings of the APWA specifications.

3.5 SITE SAFETY AND TRAFFIC CONTROL

- A. Site safety and traffic control shall be the responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall verify full compliance with all applicable local, county, state and/or federal regulations, and shall comply with Traffic Control in Section 01 55 26.

- END OF SECTION -

SECTION 33 05 20 TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Excavating trenches for utilities and utility structures.
 - 2. Backfill and compaction for utility trenches.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO M145 - Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
 - 2. AASHTO T99 - Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
 - 3. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. Occupational Safety and Health Administration (OSHA).

1.3 DEFINITIONS

- A. Bedding: The zone in the utility trench excavation which supports, surrounds, and extends to 12 inches above the top of the pipe barrel. Specifically, 6 inches below the bottom, 12 inches above the top of the pipe, and 9 inches laterally beyond both sides of the pipe.
- B. Backfill: Material placed after utilities and bedding.
- C. Coarse Grained Soil: Soils with more than 50 percent retained on No. 200 sieve.
- D. Fine Grained Soil: Soils with 50 percent or more passing No. 200 sieve.
- E. Soil Classification: ASTM D2487 and AASHTO M145.
- F. Trench Excavation Classification: Will be based on soil type and equipment required.
 - 1. Trench Excavation: Excavation of unclassified soils. Use minimum of 330 trackhoe with ripper shank or equal equipment. Contractor may elect to use larger equipment, but electing to use larger equipment will not change classification of excavation.
 - 2. Rock Trench Excavation: Excavation of solid rock which requires using excavator with rock hammer or use of explosives, and cannot be removed with minimum equipment required for unclassified soils noted above.

- G. Utility: Any buried pipe, duct, conduit, cable and appurtenance.

1.4 SUBMITTALS

- A. Test Results: Submit proctor and density quality control test results within 24 hours after testing is completed.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Water main lines shall be bedded using 3/4" minus native material or imported sand. No gravel of any kind will be allowed. All bedding material must meet AASHTO A3 classification with 100% pass #4 sieve.
- B. Select Trench Backfill: Trench backfill may consist of native or import fill material meeting soils classifications A-1 to A-4 of AASHTO M 145, shall be well graded material with 100% passing the 6-inch sieve and shall be capable of meeting the compaction requirements. Trench backfill shall be non-plastic. Trench backfill shall be free from alkali, salt, petroleum products, vegetative matter or other deleterious matter, slag, cinders, ashes and rubbish or other material that in the opinion of the ENGINEER may be objectionable or deleterious. "Squeegee", river rock, round aggregate, or any other flowable material shall not be permitted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify field measurements and existing utilities being crossed prior to Work.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

3.2 PREPARATION

- A. Call Blue Stakes not less than two working days before performing Work. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required location and elevation of new utility lines and buried structures.
- C. Notify Engineer immediately after utility conflicts are identified.
- D. Erect and maintain temporary barriers, safety devices and similar measures for protection of public and existing improvements to remain.

- E. Install appropriate erosion and sediment control measures prior to starting trenching.
- F. Clear vegetation, debris, and rubbish from utility alignment. Dispose of material off site.
- G. When trench is in sodded areas, carefully remove sod and stockpile for placement after backfill is placed.
- H. When trench is in cultivated areas, remove 12 inches of topsoil and stockpile for placement as final layer of backfill.

3.3 EXCAVATION

- A. Excavate soil required for installation of utility lines and appurtenances.
- B. Cut trenches sufficiently wide to enable installation of pipe and appurtenances, and allow inspection. Cut slope of trench walls to meet Utah State Industrial Commission and OSHA requirements, and soil conditions. Provide shoring where needed. Take necessary precautions to protect employees in or around excavations.
- C. Remove water from trench. Maintain trenches free from water. Dewatering of trench will be considered incidental to trenching and shall be included in bid price.
- D. Hand trim excavation for bell and spigot pipe joints and to required elevation for buried structures. Remove materials that interfere with Work.
- E. Remove lumped soil, boulders, and rock.
- F. Correct areas over excavated and re-compact.
- G. Stockpile excavated material alongside of trench or in other areas to minimize damage to improvements.
- H. No more than 500 linear feet of open trench permitted. At end of each work day, bring backfill operation concurrent with excavation operation.
- I. For pipe, minimum width of trench shall not be less than outside diameter of pipe plus 9 inches on each side of pipe.
- J. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utilities.
- K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with suitable material, and compact to density equal to or greater than requirements for

subsequent backfill material.

3.4 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.
- C. Engineer may make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

3.5 SHEETING AND SHORING

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

3.6 BACKFILL

- A. After utilities, appurtenances, and bedding have been installed; backfill trenches. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- B. Employ placement method that does not disturb or damage utilities and other improvements.
- C. Backfill in layers not exceeding 12 inches non-compacted depth. Reduce layer thickness if tests show unsatisfactory density. Use hand-operated compaction equipment in areas inaccessible to self-propelled compaction equipment. When using hand-operated compaction equipment, backfill in layers not exceeding 6 inches non-compacted depth.
- D. Mix rocks with finer material to minimize voids. Do not place rocks exceeding 2 inches within 12 inches of pavement subgrade and within 2 feet of structures.
- E. When trench is in cultivated areas, place stockpiled topsoil in final layer of

backfill. Remove rocks exceeding 1.5 inches from topsoil.

- F. Maintain optimum moisture content of backfill materials to attain required compaction density.
- G. Compact backfill to density indicated in Compaction Schedule at end of this Section.
- H. Grade surplus material to blend in with existing contours or remove surplus materials from site if necessary. Do not leave rocks originating from trench and exceeding 2 inches on finish grade.
- I. Slope surface grade away from buried structures.
- J. Restore damaged surface improvements including, but not limited to: fences, ditches, culverts, signs, delineators, curbs, sidewalks, structures, landscaping, and other miscellaneous items. Restore improvements to equal or better condition as existed prior to construction.

3.7 TOLERANCES

- A. Top Surface of General Backfill: Plus or minus 0.1 foot from required elevations.
- B. Top Surface of Backfill under Paved Areas: Plus or minus 0.04 foot from required subgrade elevation.
- C. Moisture Content: Plus or minus 2 percent of optimum. Test in accordance with ASTM D6938.

3.8 FIELD QUALITY CONTROL TESTING

- A. Maximum Laboratory Density: Determined in accordance with AASHTO T180, Method D for A-1 soils and AASHTO T99, Method D for other soils Test for each type of soil encountered on site.
- B. Establish roller patterns necessary to achieve density indicated in Compaction Schedule at end of this Section.
- C. Density Tests: Perform in accordance with ASTM D6938.
 - 1. Frequency: Take minimum of one density test per lift for each 200 linear feet of trench.
 - 2. Acceptance: Average density equals or exceeds density indicated in Compaction Schedule at end of this Section. Reject single density tests greater than 4 percent below specified density.
 - 3. If tests indicate Work is not acceptable, re-compact and retest. If necessary, remove and replace Work.

3.9 PROTECTION OF FINISHED WORK

- A. Protect utilities and improvements indicated to remain from damage.
- B. Protect bench marks and survey control point from damage or displacement.
- C. Protect finished Work from damage.
- D. Reshape and re-compact trenches subjected to vehicular traffic during construction.

3.10 COMPACTION SCHEDULE

- A. Non-Traveled Areas: Compact backfill to minimum 90 percent of maximum laboratory density. Includes trenches in landscape areas and unimproved areas.
- B. Traveled Areas and Structures: Compact backfill to minimum 96 percent of maximum laboratory density. Includes trenches below structures, sidewalks, roads, parking lots, driveways and access roadway.

END OF SECTION

SECTION 33 10 00
PIPING MATERIALS AND COMPONENTS

PART 1 - GENERAL

1.01 SCOPE

This section covers the work necessary for furnishing, installing and testing the water line piping.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE

- A. Ductile iron pipe shall conform to the requirements of the AWWA C151 and AWWA C150. Pipeline thickness rating shall be minimum Class 51 for pipe larger than 12" diameter, and Class 350 for pipe 12" diameter and smaller, unless otherwise noted on the drawings. The pipe shall be provided with rubber gaskets, specials, and fittings as required. Nominal pipe laying lengths shall be 20-feet.
- B. Buried Ductile Iron Pipe shall be encased with 8 mil (minimum), Group 2, Class C polyethylene, conforming to the requirements of AWWA C105. The polyethylene encasement shall be overlapped across each pipe joint according to Installation Method A per AWWA C105. All seams in the polyethylene encasement shall be taped with a minimum 12 mil adhesive tape, Polyken #900, 3M Scotchrap 51, or approved equal, to completely seal the seam.
- C. Ductile Iron Fittings. Ductile iron fittings shall conform to the "American National Standard for Gray Iron and Ductile Iron Fittings for Water and Other Liquids" (ANSI/AWWA C110). All buried fittings shall be completely coated with food grade grease, Chevron FM Grease, or approved equal, and shall be completely encased with 8 mil (minimum), Group 2, Class C polyethylene, conforming to AWWA C105 and color to match the pipe wrap. All seams in the polyethylene encasement shall be taped with a minimum 12 mil adhesive tape, Polyken #900, 3M Scotchrap 51, or approved equal, to completely seal the seam.
- D. Ductile Iron Pipe Joints. Ductile iron pipe shall be furnished with mechanical joints, flanged joints, flexible couplings as required and shall conform to the "American National Standard for Rubber-Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings" (ANSI A21.11 AWWA C111) and the "American National Standard for Flanged Cast Iron and Ductile Iron Pipe with Threaded Flanges" (ANSI A21.15 AWWA C115).
- E. Restrained joints shall conform to the requirements of AWWA C151. Joint restraints for pipe-to-pipe connections shall be Megalug Series 1700 by EBAA Iron for push-on joints or Megalug Series 1100 by EBAA Iron for mechanical

joints, or approved equal. Joint restraints for fittings and bends shall be Megalug Series 1100 by EBAA Iron, or approved equal.

- F. Cement Mortar Lining. Ductile iron pipe and fittings shall be lined with cement mortar in accordance with the requirements of the "American National Standard for Cement Mortar Lining for Cast Iron and Ductile Iron Pipe and fittings for Water" (ANSI A21.4 AWWA C104) except that lining thickness shall be not less than 3/16 of an inch for pipe smaller than 24-in diameter and 1/4 of an inch for pipe 24-in diameter and larger.

2.04 SMALL STEEL PIPE

- A. Unless otherwise shown, galvanized steel pipe and black steel pipe in sizes 4 inches in diameter and smaller shall conform to the requirements of the "Specifications for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses" (ASTM A120), and shall be Schedule 40 standard weight. Galvanized steel pipe shall not be cement mortar lined unless otherwise shown. Fittings for galvanized steel pipe shall be of galvanized malleable iron.

2.04 BRASS PIPING

- A. Brass piping shall be iron pipe size standards and meet ASTM B-43 standards for Seamless Red Brass Pipe.

2.05 GASKETS AND BOLTS

- A. Except as otherwise provided, gaskets for flanged joints shall be 1/8-inch thick rubber fabric.
- B. All buried fittings using steel bolts shall be zinc plated and coated with no-oxide wax and wrapped with polyethylene or as otherwise approved by ENGINEER.

2.06 SAFETY TAPE

- A. Safety tape shall be a minimum of 3-inch wide by 5.0 mil overall thickness, with no less than a 0.35-gauge solid aluminum foil core. It shall be colored per American Public Works Association (APWA) National Color Code and shall be clearly labeled with the words "CAUTION WATER LINE BELOW" or similar wording approved by ENGINEER. Safety tape shall be MagnaTec by Empire Level, or approved equal.

2.07 TRACER WIRE

- A. All piping (including service lines) shall be installed with #14 UF-G direct bury blue tracer wire for pipeline location purposes by means of an electronic line tracer.

1. The wires must be installed along the entire length of the pipe on the top of the pipe and be held in place with poly tape at all pipe joints and at 5 foot intervals.
2. Sections of wire shall be spliced together using approved splice caps and waterproof seals. Twisting the wires together is not acceptable.

2.08 PIPE COATINGS

- A. All exposed piping, valves, and fittings including inside well houses shall be painted. Exposed piping, valves and fittings to be painted shall be primed by the manufacturer in preparation for painting. CONTRACTOR shall provide verification from the finish coating supplier that the field applied coatings are compatible with the manufacturer's prime coat. Pipe to be painted shall not have asphalt emulsion coating. The exterior of buried pipe and fittings shall be an asphaltic coating approximately one-mil thick.

PART 3 - EXECUTION

3.01 PIPE PREPARATION AND HANDLING

- A. Each pipe and fitting shall be carefully inspected before the exposed pipe or fitting is installed or the buried pipe or fitting is lowered into the trench. The interior and exterior protective coating shall be inspected, and all damaged areas patched in the field with material similar to the original. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
- B. Use proper implements, tools, and facilities for the safe and proper protection of the pipe. Carefully handle pipe in such a manner as to avoid any physical damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.

3.02 CUTTING PIPE

- A. General. Cut pipe for inserting valves, fittings, closure pieces, and as otherwise required, in a neat and workmanlike manner without damaging the pipe or lining and so as to leave a smooth end at right angles to the axis of the pipe.
- B. Steel Pipe. As far as practicable, all steel pipe shall be furnished in the proper length in accordance with the reviewed shop drawings. If cutting of the steel pipe is required in the field, cut with wheel type pipe cutter. Do not cut with flame or hacksaw.
- C. Dressing Cut Ends. Dress cut ends of pipe in accordance with the type of joint to be made. Dress cut ends of mechanical joint pipe to remove sharp edges or projections which may damage the rubber gasket. Dress cut ends of push-on joint

pipe by beveling, as recommended by the pipe manufacturer. Dress cut ends of welded steel pipe for field welding by beveling in accordance with AWWA C20. Dress cut ends of pipe for flexible couplings or flanged coupling adapters as recommended by the coupling or adapter manufacturer.

3.03 LAYING BURIED PIPE

- A. All buried pipe shall be prepared as hereinbefore specified and shall be laid on the prepared base and bedded to insure uniform bearing. No pipe shall be laid in water or when, in the opinion of the Engineer, trench conditions are unsuitable. Joints shall be made as herein specified for the respective types. Take all precautions necessary to prevent uplift and floating of the pipe prior to backfilling. Where the pipe is connected to concrete structures, the connection shall be made as shown. If the connection is not shown, make connection such that a standard pipe joint is located no more than 18 inches from the structure.

3.04 DUCTILE IRON PIPE POLYETHYLENE ENCASEMENT

- A. Buried Ductile Iron pipe shall be polyethylene encased in accordance with the requirements of AWWA C105 Method A. Remove all lumps of clay, mud, cinders, etc. on the pipe surface before installation of the encasement. During installation, soil or embedment material shall not be trapped between the pipe and the polyethylene. Cut polyethylene tube to a length at least 2 feet longer than the pipe section. Wrap shall overlap the adjacent pipe joint at least 1 foot. After assembling the pipe joint, overlap the joint with the polyethylene tube and secure to the pipe with adhesive tape completely around the seam. Overlap the joint on the previous pipe with the polyethylene tube and secure to the existing wrap with adhesive tape and completely seal the seam. Take up the slack width at the top of the pipe to make a snug but not tight fit along the barrel of the pipe and secure with poly tape at 5 foot intervals. For installations below the water table or wet areas, circumferential wraps of tape should be placed at 2 foot intervals along the barrel of the pipe prior to lowering the pipe into the trench.

3.05 THRUST BLOCKING

- A. Thrust blocks shall be installed at points where the pipe changes direction such as: at all tees, elbows, wyes, caps, valves, hydrants, reducers, etc.
- B. Thrust blocks shall be constructed so that the bearing surface is in direct line with the major force created by the pipe or fitting.
- C. Thrust blocks shall bear against solid undisturbed earth at the side and bottom of the trench excavation and shall be shaped so as not to obstruct access to the joints or the pipe or fitting.
- D. Thrust blocks shall be sized and constructed per City's Standards or the drawings, whichever is greater.

3.06 PRELIMINARY CLEANING AND FLUSHING

- A. CONTRACTOR shall flush the pipeline as the work progresses by a means in accordance with good practice to ensure that sand, rocks, or other foreign material do not remain in any of the pipeline. If possible, the flushing shall be made with an open pipe end.
- B. CONTRACTOR shall provide to ENGINEER a proposed schedule and method of flushing for review before the flushing starts.

3.07 HYDROSTATIC TESTING

- A. CONTRACTOR shall provide additional temporary blow-off valves and fittings as required to flush new pipelines. Temporary blow-off valves and fittings shall be removed prior to placing pipeline into service.
- B. Source of Water: CONTRACTOR shall assume all responsibility to obtain the necessary water supplies for pressure testing of the pipeline.
- C. Testing Procedure
 - 1. Pressure pipe shall be tested at a static pressure of 200 psi for 2 hours and in accordance with the AWWA C600 standards.
 - 2. In the case of pipelines that fail to pass the leakage test, CONTRACTOR shall determine the cause of the excessive leakage, shall take corrective measures necessary to repair the leaks, and shall repeat the pipeline test, all at no additional cost to OWNER.
 - 3. ENGINEER shall be notified at least 48 hours before the pipeline is to be tested so that ENGINEER may be present during the test.
- D. Pressure and Leak Test
 - 1. CONTRACTOR shall test all piping either in sections or as a unit. The test shall be made by placing temporary bulkheads as needed in the pipe and filling the line slowly with water. Care shall be taken to see that all air vents are open during the filling. Bulkheads, valves, and connections shall be examined for leaks. If any leaks are found, corrective measures satisfactory to ENGINEER shall be taken. The test shall consist of holding the minimum test pressure in the section being tested for a minimum period of two hours using either pneumatic or hydraulic means to maintain the pressure. Suitable means shall be provided by CONTRACTOR for determining the quantity of water lost by leakage under the test pressure. The testing allowance is defined as the quantity of water that must be applied to the pipe section being tested to maintain a pressure within 5 psi of the specified hydrostatic test pressure. The maximum allowable leakage shall be defined as follows:

$$L = SD(P)^{1/2}/148,000$$

L = Testing allowance (makeup water) in gallons per hour of test

S = Length of pipe in feet

D = Nominal diameter of pipe in inches

P = Average Test Pressure in pounds per square inch (gauge)

3.09 TRACER WIRE TESTING

- A. Upon completion of the pipe installation, CONTRACTOR shall demonstrate that the wire is continuous and unbroken through the entire run of the pipe.
1. Demonstration shall include full signal conductivity (including splices) when energizing for the entire run in the presence of OWNER OR ENGINEER.
 2. If the wire is broken, CONTRACTOR shall repair or replace it. Pipeline installation will not be accepted until the wire passes a continuity test.

END OF SECTION 33 10 00

SECTION 33 12 16
VALVES AND MECHANICAL EQUIPMENT

PART 1 - GENERAL

1.1 SCOPE

- A. This section covers the work necessary for furnishing and installing gates, valves, and miscellaneous equipment.

PART 2 - PRODUCTS

2.1 ELECTRIC MOTOR OPERATORS

- A. The existing gate valves in Well #1 shall include an Electric Motor Operator. The Contractor shall be responsible for assuring that valve stem diameter, threading, key and keyway adaptation, and other dimensional information is as required to make the valve actuator and valve function as an integrated package.
- B. The operator shall mount directly to the valve. The motor operator shall include the motor, gearing, limit and torque switches, selector switch, push button station, position indicator, control voltage transformer, integral reversing controller, indicator lights, handwheel, lubricants, heating elements, wiring, and terminals. Each operator shall be constructed as a self-contained unit with a ductile iron weatherproof housing and shall be integrally assembled on the applicable valve by the valve manufacturer. Position and limit switches, position transmitters, controls, indicating lights, devices, and selector switches shall be coordinated with the input/output requirements of the control system as indicated on the drawings. The motor operators shall have an electrical rating of 240 volt, single phase, 60 HZ, AC. Overload protection shall be provided for the motor.
- C. The reduction gearing shall consist of generated helical or spur gears of heat treated steel. The worm of the electric operator and the 90 degree operator shall be of carburized and hardened alloy steel with the thread ground and polished. The wormgear shall be one piece and of chilled nickle bronze accurately cut. Reduction gearing shall run in lubricant and shall be designed for 100 percent overload, and effectively sealed against entrance of foreign matter. Gearing shall be designed to be self-locking so that actuation of a torque switch by a torque overload condition will not allow the operator to restart until the torque overload has been eliminated. The gearing mechanism shall be constructed to permit changes in the field of the reduction gear ratio. The use of planetary or cycloidal gearing or aluminum, mild steel, or non-metallic gears will not be acceptable. Permanently lubricated, antifriction ball or roller bearings shall be used throughout.
- D. The operators for butterfly valves shall be designed to stroke from full open to full close or from full close to full open in not less than 90 seconds. Operating time for all valves of a give size shall be equal.

- E. The Electric Motor Operator shall provide adequate seating, unseating and dynamic torque to properly operate the butterfly valves. The Electric Motor Operator shall be Rotork Model IQS12 actuator with IB5 worm gear with no approved equal.

2.2 BALL VALVES

- A. Ball Valves shall be full-port opening and have an adjustable stem packing gland, as applicable. Ball Valves shall be Mueller Series 300 Series or as noted on the drawings.

2.3 PRESSURE GAGES

- A. Pressure gauges shall be provided where shown. Gauges shall be industrial type with stainless steel movement, liquid filled, and stainless steel or Phenolic case. Unless otherwise shown, pressure gauges shall have a 4-1/2 inch dial and 1/2 inch threaded connection. Gauges shall be calibrated to read in applicable units, with an accuracy of ± 1 percent, to 150 percent of the working pressure. Gauges shall be manufactured by U.S. Gauge, Foxboro, Marsh, or equal.

2.4 PIPE SUPPORTS

- A. Pipe supports shall be manufactured by Anvil International, Inc., and shall be Anvil Adjustable Pipe Saddle Support Model No. 264 or Model No. 265 as designated on the drawings (or approved equal). All pipe supports shall have a 1-inch high grouted pad to be used as a leveling base. Base plates shall be per manufacturer's recommendation.

PART 3 - EXECUTION

3.01 GENERAL

- A. Before installation, carefully clean valves of all foreign material, adjust stuffing boxes, and inspect valves in open and closed positions. Install valves in accordance with the applicable portions of these Specifications.
- B. Unless otherwise indicated, install valves with the stem vertical. Mount horizontal valves in such a manner that adequate clearance is provided for operation. Installation practices shall conform to manufacturer's recommendations.
- C. Prior to installing flanged valves, the flange faces shall be thoroughly cleaned. After cleaning, insert the gasket and tighten the nuts progressively and uniformly. If flanges leak under pressure, loosen the nuts, reseal or replace the gasket, re-tighten the nuts, and retest the joint. Joints must be watertight at test pressures before acceptance.

3.03 TESTING

- A. Valves will be tested at the same time that the adjacent pipeline is tested. Joints shall show no visible leakage under test. Repair joints that show signs of leakage prior to final acceptance. If there are any special parts of control systems or operators that might be damaged by the pipeline test, they shall be properly protected. The Contractor will be held responsible for any damage caused by the testing.

END OF SECTION 33 12 16

SECTION 46 31 11
CHLORINATION EQUIPMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section covers the work necessary to install a ready to use and tested variable flow rate chlorination system. The Contractor shall install all equipment defined herein, and shall provide all other components required for a complete and functional system.

1.2 REFERENCES AND STANDARDS

- A. Work covered by this Specification shall meet or exceed the provisions of the latest editions of the following Codes and Standards in effect at the time of award of the Contract:
- B. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)
1. B16.3 Malleable Iron Threaded Fittings, Classes 150 and 300
- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1. A 53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
 2. B 88 Seamless Copper Water Tube
 3. D 1784 Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
 4. D 1785 Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
 5. D 2466 Polyvinyl Chloride (PVC) Plastic Pipe and Fittings, Schedule 40
 6. D 2564 Solvent Cements for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings
 7. F 411 Chlorinated Polyvinyl Chloride (CPVC) Plastic Pipe, Schedules 40 and 80
- D. AMERICAN WATER WORKS ASSOCIATION (AWWA)
1. C 800 Standard for Underground Service Line Valves and Fittings
 2. C 900 Standard for Polyvinyl Chloride (PVC) pressure Pipe and Fabricated Fittings, 4 In. (100mm) Through 12 In. (300 mm), for Waster Distribution.
 3. C 901 Standard for Polyethylene (PE) Pressure Pipe and Tubing, ½ In. (13 mm) Through 3 In. (76 mm), for Water Service.
- E. CHLORINE INSTITUTE (CI)
1. CI-01 The Chlorine Manual
 2. CI Pamphlet 6 - Piping Systems for Dry Chlorine

F. INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS (IAPMO)

G. INTERNATIONAL MECHANICAL CODE (IMC)

H. INTERNATIONAL PLUMBING CODE (IPC)

1.3 SUBMITTALS

- A. Contractor shall supply operation and maintenance manuals for all chlorination equipment that is not supplied by Owner.

1.4 WARRANTY

- A. Manufacturer shall provide to OWNER written guarantee against defects in material or workmanship for a period of one (1) year for all equipment utilized other than Owner supplied equipment.

1.5 DELIVERY AND STORAGE

- A. All equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variation, dirt and dust, or other contaminants.

PART 2 PRODUCTS

2.1 GAS CHLORINATOR SYSTEM

- A. Contractor shall install a vacuum operated solution feed and manual flow proportioning, chlorination system. All required equipment shall be furnished and installed by Contractor. The system will utilize 150 lb. cylinders. Equipment shall be Xylem / Wallace & Tiernan S10K Sonic Chlorinator or pre-approved equal.
- B. Automatic switchover chlorinators shall be vacuum operated solution feed and shall automatically switch the chlorine supply from an empty cylinder to a full cylinder. The system shall have automatic reset and shall not permit return to the initial source until the second source is empty.
- C. The chlorinator shall have a maximum capacity of 50 pounds of chlorine feed per day and shall have a gas flow meter of 50 pounds of chlorine feed per day.
- D. The system shall consist of the following per each well site: Two (2) automatic switchover vacuum regulators, one (1) 5" gas flow rotometer with manual control rate valve, one (1) 3/4" standard injector assembly, one (1) dual chlorine scale, and one (1) removable corp stop injection quill.
1. One (1) chlorine booster pump with all appurtenant valves, piping, tubing and vents.
 2. Standard equipment furnished with the chlorinator including spare parts, lead gaskets, clamps, multi-purpose wrench and adapters.

- E. The equipment and piping layout indicated on the Plans shall be taken in a sense as diagrammatic. The alignment of piping and the arrangement of equipment may be varied from that indicated on the Plans to suit the equipment furnished, without additional cost. The Contractor shall submit to the Owner complete detailed drawings of the proposed installation, following the manufacturer's recommendations, in adequate time for proper sleeving and conduit work involved with the building structure.

2.2 CHLORINE BOOSTER PUMP

- A. The chlorine booster pump shall be a Grundfos CR with 1-inch suction and discharge, or pre-approved equal. Coordinate voltage requirement of pump with Electrical wiring and outlet.

2.3 FLOW PROPORTIONING VALVE

- A. Flow proportional valves shall manually control the feed rate of chlorine into the system to maintain the desired residual. Valve shall be able to operate from 32° F to 120° F with a calibration accuracy of 0.25% from zero.
- B. Valve shall be Xylem / Wallace & Tiernan S10K Rate Valve Assembly or pre-approved equal.

2.4 WATER SUPPLY LINE

- A. The Contractor shall furnish and install the water supply line as shown on the drawings including all tubing, corp stops, couplings, and any other accessories necessary to have a complete and ready to use system. The inlet and outlet pipelines shall be Sch 80 PVC with the size as noted on the drawings.

2.5 INJECTION QUILL ASSEMBLY

- A. The Corp Stop shall include a 1-1/2" NPT valve with 1-inch PVC quill that extends into the pipe by one third the diameter.
- B. Injection Quill Assembly shall be a SAF-T-FLO EB-159-B-P-6-0-01 Chemical Injection Assembly or pre-approved equal.
- C. The chlorine ejector/diffuser shall be a Xylem / Wallace & Tiernan 3/4" fixed throat standard injector, or pre-approved equal.

2.6 PIPING AND TUBING

- A. Piping and tubing shall be suitable to handle the materials carried as recommended by the manufacturer.
- B. Piping and fittings shall be Schedule 80 PVC unless otherwise noted.

2.7 SAFETY EQUIPMENT

- A. No Safety Equipment required.

2.8 HAZARDOUS MATERIAL IDENTIFICATION SIGNS

- A. Contractor shall furnish hazardous material identification signs. Signs shall be Northern #231- 29843, #231-30333, #231-29870, and #231-29871 or pre-approved equal. Piping shall be labeled to meet the IPC.

2.9 VENTS

- A. Tubing vents shall extend to the outside of structures and be turned down and be equipped with a # 14 mesh non-corrodible screen.
- B. Intake vents shall be motor operated and have #14 mesh screens.

2.10 MULTI-POINT TOXIC GAS DETECTION SYSTEM

- A. A multi-point gas detector shall be supplied for monitoring the concentration of Chlorine in the Chlorine Room. The system shall consist of a NEMA 4X alarm module and a remote mounted gas sensor/transmitter for each specified gas. A sensor/transmitter shall provide the gas measurement function for the system. The sensor/transmitters shall consist of a stable electrochemical gas sensor that shall generate a signal linearly proportional to gas concentration. The entire assembly shall be coated to minimize RFI interference. Each sensor/transmitter shall be supplied with an electrochemical gas generator closely coupled to the sensor which shall automatically generate a small concentration of gas every 24 hours to verify sensor operation. During the verification test, alarm relays shall be inhibited. A battery backup module shall be supplied to provide standby power to the gas detector. The battery backup module shall be housed in a NEMA 4X enclosure and shall be suitable for operating the detector for at least 4 hours.
- B. Two programmable alarm set points shall be provided for warning personnel of differing levels of leakage. Gas leak alarms shall be indicated by flashing LED indicators on the alarm receiver and activation of the SCADA system. The concentration of the gas shall be displayed directly in PPM units. Three alarm relays shall be provided for external alarming functions. Each alarm relay shall be independently assignable to either the low or the high alarm set point, and shall be provided on each receiver to indicate the loss of signal from the sensor/transmitter, or to alarm the loss of sensitivity of the gas sensor. Each receiver shall provide an isolated 4-20 mA output signal proportional to gas concentration, and shall also contain remote reset input terminals to allow alarm acknowledge from a remote location.
- C. The gas detection system shall be Xylem / Wallace & Tiernan Acutec 35 Gas Dual Point Gas Detection System or pre-approved equal.

2.11 CYLINDER SCALES

- A. The dual chlorine cylinder scales shall be Force Flow Chlor-Scale with Solo G2 Indicator, or pre-approved equal.
- B. Safety chains bolted to the wall shall be provided for extra cylinder storage.

2.12 CHLORINE ANALYZER

- A. The chlorine analyzer shall be suitable for measurement of free or total chlorine without the need of reagents. The analyzer shall produce an isolated 4-20 mA current output proportional to free/total chlorine residual. Accuracy shall be 0.5 mg/L or 6%, whichever is greater. Sensitivity shall be 0.01 mg/L or 1%, whichever is greater.
- B. The unit shall be Kuntze 7014200K Chlorine Analyzer DES (no equal) with flow cell to accommodate free/total chlorine residual sensor, and shall include the StabiFlow assembly, be concentration based, and automatic sensor cleaning. The unit shall have an alarm rely, and a RS 485 Modbus RTU interface with and 1 GB SD storage card. System shall operate on 120 VAC. Control mode shall be volume based by flow measurement and include 2 relays.
- C. On-site startup assistance and operator training shall be required.

PART 3 EXECUTION

3.1 INSTALLATION

- A. All equipment shall be installed as per manufacturer's directions. Weight of valves, hoses and equipment must not be carried by the fittings themselves. Proper support for all equipment shall be provided.
- B. Chlorination injection points shall have diffuser piping as required mounted horizontally.
- C. Vents shall extend to the outside of structure and be turned down and be equipped with a non-corrodible screen.
- D. The chlorine detector sensor shall be mounted not higher than 2 feet 6 inches above the lowest floor elevation and at least 4 feet away from the exhaust fans.
- E. The chlorine equipment appurtenances shall be installed in accordance with CI-01 and CI Pamphlet 6 so as to provide a complete and integrated system in accordance with the instruction of the manufacturer.
- F. The Chlorine ejector shall be placed on the piping so as to protect it from damage and installed per manufacturer's instruction.

3.2 START-UP AND TESTING

- A. Contractor and Equipment Supplier (ES) shall verify that structures, equipment, pumps and motors are compatible for an efficient system.
- B. Contractor and ES shall make equipment adjustments required to place system in proper operating condition.
- C. Contractor and ES shall test the chlorination feed systems for proper operation in the presence of Owner.
- D. The ES shall furnish all testing equipment and devices required.
- E. If chlorination feed systems fail to meet any of the specified performance requirements, Contractor and/or ES shall modify and/or replace non-Owner supplied defective equipment until it meets specified requirements.
- F. All piping shall be tested hydrostatically for leaks. If any deficiencies are revealed during any tests, such deficiencies shall be corrected and the tests shall be re-conducted.

- END OF SECTION -

APPENDIX A

Tall Apex Premium Series Shed Specs and Details

RED = Premium Series Exclusive Features

Building Dimensions:

- 8' Exterior Wall Height
- Height to peak from bottom of shed
 - 6' wide buildings = 9'-6"
 - 8' wide buildings = 9'-10"
 - 10' wide buildings = 10'-2"
 - 12' wide buildings = 10'-6"

No floor
(Mount shed on 6' x 6'
concrete pad)

Floor Construction:

- 2 X 6 "Osmose" Floor Joist System
 - Ground Contact Impregnated Pressure Treated Floor Joists
 - Lifetime ground contact warranty
 - 24" O.C. Joist Spacing (can be upgraded to 16" O.C.)
- 3/4" tongue & groove OSB floor sheeting

Wall Construction:

- Premium 2X4 Studs
- **16" O.C. Stud Spacing**
- Double Interlocking Top Plate on all 4 walls
- LP SmartSide Siding
 - Engineered structural siding
 - Baked on enamel primer for superior paint adherence
 - Treated to prevent termites and decay
 - Will not expand or swell with moisture
 - 50 year limited warranty
- Siding overlap on floor 1-1/2"
 - This seals moisture out and prevents floor rot
 - siding is tied to floor joists for greater wall strength
 - NOBODY ELSE DOES THIS!
- TruWood Trim
 - Factory primed for superior paint adherence
 - 30 year limited warranty
- **Z-Flashing on horizontal seams**

Insulation in walls
and roof required

AD Plywood required for
ceiling and inside interior
walls.

Roof Framing:

- Premium 2X4 Trusses
- Oversized Double Plywood Gussets
- 4/12 Roof Pitch
- 4" overhang on eaves

Insulation in walls
and roof required

Roofing:

- Superior synthetic roof underlayment (better than tar or felt paper)
- Full perimeter metal drip edge
- Certainteed Brand Landmark Lifetime Warranty Shingles
- 30 year limited warranty

Paint Options (if painted):

- Sherwin-Williams premium A100 Paint
- No Cheap Contractor Paint
- 15 year paint warranty
- More color options than any one else

Painting option required
(interior plywood ceiling and
walls to also be painted)

Door Specifications:

- Standard Door: 4' wide by 6'-4" tall
- 6' wide double door upgrade \$150 extra
- Re-inforced Door Frame
- Heavy Duty 6" T-Hinges
 - 2-1/2" hinge Screws
 - Door will not sag, warp or come off hinges
- Heavy Duty Keyed Locking L-Handle with easy close slam latch
- Inside door handle
- **Aluminum Threshold on Door**

Door to include keyed entry
and to be keyed to match
City's standard key

Installation:

- On-site construction and installation included
- FREE DELIVERY within 70 miles
- 10 Year Workmanship Warranty



Window not required

Openings for ventilation to be framed as
necessary (see electrical drawings)