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BID DOCUMENTS

FLEMINGTON ROAD IMPROVEMENTS
FOR
CITY OF FLEMINGTON

Unofficial



May 21, 2024

MES No. 2023-80

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SECTION I: INVITATION FOR BIDS

Sealed proposals will be received by the City of Flemington located at 156 Old Sunbury Road, Flemington, Georgia on June 25, 2024 until 10:00 a.m. local time for the Flemington Road Improvements.

The work to be performed consists of furnishing all labor and materials to complete the Flemington Road Improvements. More specifically, the project will consist of concrete removal, deep patches, full depth reclamation, roadway marking, and shoulder scraping.

Plans, Specifications, and Contract documents are open to public inspection at the Georgia Procurement Registry, ConstructConnect, Dodge Construction Network, and www.mesack.com. Copies of the Plans, Specifications, and Contract Documents may be obtained by contacting M.E. Sack Engineering, bidning@mesack.com, 515 North Main Street, P.O. Box 649, Hinesville, Georgia 31310, (912) 368-5212, and by depositing a non-refundable one hundred fifty dollars (\$150) for each set of plans requested.

Each Contractor must prequalify for bid by submitting a completed "Statement of Bidder Qualifications" form supplied by the Engineer. Bids will be accepted from prequalified bidders only.

Bids must be accompanied by a certified check or bid bond in an amount equal to at least five percent (5%) of total amount bid for the completed work.

No bids may be withdrawn for a period of sixty (60) days after the closing time schedule for receipt of bids.

The Owner reserves the right to accept or reject any or all bids and to waive informalities. Award of the contract, if it is awarded, will be to the lowest responsible bidder.

NOTE: Plans and Specifications must be obtained no later than five (5) working days before the bid date. No exceptions.

SECTION II: INSTRUCTIONS TO BIDDERS

A. SUBMISSION OF PROPOSALS:

1. Sealed proposals will be received by the City of Flemington at 156 Old Sunbury Road, Flemington, Georgia 31313 until 10:00 a.m. local time, on June 25, 2024 for all labor and materials required to fully complete the work identified in the plans and specifications for the Flemington Road Improvements.
2. At the time and place noted above, the proposals will be publicly opened and read aloud.
3. The proposal (including Statement of Bidder's Qualifications) shall be submitted **in duplicate** on an exact copy of the proposal form bound herein. Both copies of the Proposal Form must be signed. All blank spaces on the forms shall be filled in and all information called for shall be provided. The terms "NO BID" may be used to fill in a blank space on the Proposal Form. All signatures shall be in ink and in longhand, and the completed forms shall be without alterations or corrections; any interlineations must be initialed by the Bidder.
4. Failure to submit a proposal in the form requested or the inclusion of any alternates, conditions, limitations, or provisions not called for, will render the bid irregular, and shall be considered sufficient cause for rejection of the bid.
5. Proposal shall be in opaque, sealed envelope and marked "Flemington Road Improvements" and shall bear the name of the Bidder. Proposal is to reach the above address no later than the hour and date named above, or authorized extension thereof. No proposal will be received after that time.
6. Proposals, together with the full bid bond, may be withdrawn by Bidders prior to the time set for official opening. After time has been called, no proposal may be withdrawn for a period of sixty (60) days after the time and date of the opening.

B. INTERPRETATIONS:

1. Neither Owner nor Engineer will be responsible for any oral instructions or interpretations of the Drawings and Specifications.
2. Requests for interpretations of Drawings and Specifications must be made in writing to the Engineer no later than seven (7) days prior to date set for receipt of bids, and failure

on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Engineer.

3. All interpretations made to bidders will be issued in the form of an addendum to the Plans and Specifications will be sent to all bidders. The requirements of such an addendum are to be included in the bids, and in closing the contract, the addenda will become a part thereof.

C. BASIS OF CONTRACT AWARD:

1. The competency and responsibility of a bidder will be considered in making the award. Owner does not obligate himself to accept the lowest bid or any other bid.
2. The Owner reserves the right to reject any or all proposals and to waive any technicalities.

D. FORMS AND BONDS:

1. The Bidder's attention is directed to the Proposal Form and the Performance and Labor and Materials Payment Bond section.
2. The bond shall be accompanied with the agents and underwriters name, address, and telephone number.

E. INSPECTING AND TESTING OF MATERIALS:

1. Whenever, in these Contract Documents, inspecting, testing, or certification of material(s) is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by an Independent Testing Laboratory and the character of the test shall be stipulated by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and test must be furnished in quadruplicate to the Engineer by the bureau, agency, or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor.

F. CONSTRUCTION SCHEDULE:

1. The Contractor will be required to submit a construction schedule in writing identifying milestones and completion dates at the preconstruction conference. He shall also be required to submit a resume' of the proposed job superintendent for approval by the Engineer.

G. INSURANCE:

1. The Contractor's attention is directed to Article 5 of the Supplemental General Conditions, "Bonds & Insurance." He should review these requirements and be prepared to submit insurance certificates providing the coverage identified. On the insurance certificates, the "Certificate Holder" should be listed as **both** the Owner **and** M.E. Sack Engineering.

H. CONSTRUCTION STAKING:

1. The Owner will provide horizontal and vertical control. The Contractor will be responsible for construction staking.

I. UTILITY CONTRACTOR LICENSING LAW:

1. Effective December 31, 1993, a new law took effect which has an indirect effect on engineers. As of that date all utility contractors must be licensed; a utility contractor is anyone who digs five (5) feet or deeper on a public or private project and where the cost of work exceeds \$100,000.
2. Effective July 1, 2004, the law was modified where the cost of work has no dollar amount therefore anyone who digs five (5) feet or deeper on a public or private project must have a utility license.
3. "It shall be unlawful for any person to contract with any other person for the performance of utility contracting work who is known by such person to not have a current, valid license as a utility contractor pursuant to this chapter." (O.C.G.A. 43-14-8.2(h)) Bids or proposals for utility contracting work will NOT be opened or considered unless the Utility Contractor License number is written on the face of the bid or proposal.

SECTION III: BID SUBMISSION FORMS

A. BIDDER DECLARATION, PART 1

City of Flemington
156 Old Sunbury Road
Flemington, Georgia 31313

Submitted: _____ , _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in full respect fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans and Specifications for the work and Contractual Documents relative thereto, and has read all Special Provisions and General Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if the Proposal is accepted, to contract with the City of Flemington in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work, in full and in complete accordance with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents, to the full and entire satisfaction of the City of Flemington with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for prices on the following pages.

B. BID FORM

Bid Item	Quantity	Units	Description	Unit Price	Cost
1	35	SY	Concrete Pavement Removal	\$	\$
2	640	SY	Full-Depth Roadway Removal	\$	\$
3	675	SY	10" Granular Roadway Base	\$	\$
4	35,525	SY	Full-Depth Roadway Pulverization	\$	\$
5	1	LS	Shoulder Scrapping & Grubbing	\$	\$
6	35,525	SY	Recycling Agent (Stabilization) for Base Course	\$	\$
7	36,200	SY	2.5" 9.5mm Asphalt Paving	\$	\$
8	15	SY	Concrete Valley Gutter	\$	\$
9	1	LS	Shoulder Grassing	\$	\$
10	35	LF	24" Stop Bar	\$	\$
11	535	LF	8" Crosswalk Striping	\$	\$
12	26,100	LF	4" Solid White Line Striping	\$	\$
13	1,240	LF	5" Dashed Yellow Line Striping	\$	\$
14	4,100	LF	5" Dashed/Solid Yellow Line Striping	\$	\$
15	6,600	LF	5" Double Solid Yellow Line Striping	\$	\$
16	1	LS	Traffic Control	-	\$
17	1	LS	Mobilization (5% Max)	-	\$
SUBTOTAL					\$
Alternative A					
18.A	36,200	SY	4" Granular Roadway Base	\$	\$
Alternative B					
18.B	36,235	SY	1.5" Open Graded Crack Relief Interlayer	\$	\$
TOTAL BID					\$

C. BIDDER DECLARATION, PART 2

The Bidder further proposes and agrees hereby to commence work under his Contract, with adequate force and equipment, on a date to be specified in written order of the ENGINEER and shall fully complete all work hereunder within ninety (90) consecutive days from and including said date.

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

The undersigned further agrees that, in case of failure on his part to execute the Construction Contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Flemington as liquidated damages for such failure, otherwise the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ Bank of _____ or a Bid Bond by the _____ in the amount of _____ Dollars (\$) made payable to the City of Flemington, in accordance with the conditions of the advertisement and provisions herein.

Submitted:

By:

Title:

D. BONDING AGENT AND UNDERWRITER

Bidder's Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Bonding Agent: _____

Physical Address: _____

Telephone Number: _____

Underwriter Name: _____

Physical Address: _____

Telephone Number: _____

FAILURE TO COMPLETE THIS SECTION IS GROUNDS FOR REJECTION

E. ADDENDUM ACKNOWLEDGEMENT

Bidder Acknowledges Receipt of the Following Addendum:

No.: _____

Date: _____

No.: _____

Date: _____

No.: _____

Date: _____

No.: _____

Date: _____

F. BIDDER QUALIFICATION FORM*

*The statements below must be subscribed and sworn to before a Notary Public

Bidder's legal name:	
Business Address:	
Business Phone Number:	
Form of Ownership (Corporation, Partnership, Individual Proprietorship, Other (Specify)):	
Organization Date:	
Incorporation Date:	
In case of Partnership or other association, legal name of each partner:	
Years in business in present form:	
If requested by the Owner, will you furnish to them your most recent Financial Statement within 48 hours after bid taking?	
If yes, give date of statement:	
Credit available for this contract:	\$
Contracts now in hand (gross amount):	\$
Have you ever refused to sign a contract at your original bid? If yes, explain.	
Do you have a Georgia Utility Contractor's License?	
If yes, provide number:	
Have you ever defaulted on a contract? If yes, explain.	

Sworn to and subscribed before me, this _____ day of _____, 20____

(Notary Public)

Firm Name: _____

By: _____

Its: _____

G. BIDDER EXPERIENCE AND REFERENCES

Provide references for work done, minimum of six (6), three (3) within the last twelve (12) months of similar size and nature, and a listing of all jobs performed in the last twelve (12) months. References will afford the Owner opportunity to judge as to capabilities and performance of the contractor.

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

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H. SITE VISIT CERTIFICATION

This document is to be executed by the Bidder and submitted with the bid for the construction of the **Flemington Road Improvements (Project #2023-80)** for the City of Flemington in order to be considered for award.

Check the option that applies:

_____ I certify that I visited the Site of the proposed Work on _____ (date of visit) and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work on _____ (date of visit) and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the City of Flemington, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage or omissions related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Company Name

By

Title

Date

I. UTILITY CERTIFICATION

This document is to be executed by the Bidder and submitted with the bid for the construction of the **Flemington Road Improvements (Project #2023-80)** for the City of Flemington in order to be considered for award.

Bidder recognizes the supplied plans may not identify all underground improvements or their locations, and the information upon which the Engineer rely may contain errors or may not be complete. Bidder agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Flemington, its Engineer, and all of their respective officers, agents, employees, and consultants from all liability (including reasonable attorneys' fees and court costs) of Bidder, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the supplied plans.

It shall be the responsibility of the awarded Contractor to have all underground utilities located before any work begins. The repairs of any damaged underground utilities as a result of the work being performed by the awarded Contractor shall be the responsibility of the awarded Contractor. The proper utility company shall be contacted immediately to expedite the repairs if damage has occurred. Awarded Contractor will notify the City of Flemington and its Engineer, M.E. Sack Engineering, and provide a written explanation of the incident within two (2) days of the damage to any underground utilities.

I certify under penalty of perjury under the laws of the State of Georgia that I have read and will fully comply with the foregoing.

Company Name

By

Title

Date

J. LAWFUL PRESENCE AFFIDAVIT

Pursuant to O.C.G.A. § 50-36-1, all persons who - either on behalf of themselves or on behalf of an individual, business, corporation, partnership, or other private entity - apply for certain public benefits must (1) be eighteen years of age or older and (2) submit an affidavit that they are lawfully present in the United States. Public benefits, as defined by O.C.G.A. § 50-36-1(a)(3)(A), include any grant, contract, loan, professional license, or commercial license provided by an agency of State or local government or by appropriated funds of a State or local government.

I, _____, swear or affirm under penalty of perjury under the laws of the State of Georgia that I am 18 years of age or older and (check one):

I am a United States citizen, or

I am a legal Permanent Resident of the United States, or

I am a qualified alien (other than as a permanent resident) or nonimmigrant in the United States pursuant to Federal law.

The secure and verifiable document provided with this affidavit can best be classified as: _____

I understand that this sworn statement is required by law because I have applied for a public benefit and/or a business license on my behalf as an individual or on behalf of a business, corporation, partnership, or other private entity. I understand that state law required me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit as listed above. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Georgia under O.C.G.A. § 16-10-20 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Title

*Alien Registration # for Non-citizens

Business Name

TIN or SSN

If this affidavit is not presented in person, applicant must submit a notarized copy of this affidavit.

Notarized this ____ Day of _____, 20____, in the State of _____, County of _____

Notary

Commission Expires

*Note: O.C.G.A § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act., Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____

K. CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number/E-verify User Number

Date of Authorization/Date of contract between Contractor and Public Employer

Legal Name of Contractor (please print)

Legal Address of Contractor City, State, & Zip Code

Flemington Road Improvements
Name of Project

City of Flemington
Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

Commission Expires

L. SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Flemington Road Improvements
Name of Project

City of Flemington
Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

Commission Expires

SECTION IV: SAMPLE CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Flemington, herein called "OWNER" acting herein through Paul Hawkins and _____, of _____, County of _____, and State of _____, herein called "CONTRACTOR".

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

FLEMINGTON ROAD IMPROVEMENTS
FOR
CITY OF FLEMINGTON

hereinafter called the project, for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal; the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and Contract Documents therefore as prepared by M.E. Sack Engineering, herein entitled the ENGINEER, and as enumerated in Paragraph 1 of the Supplementary General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within ninety (90) consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as hereinafter provided in Section 01001, Paragraph 1.11.

The owner agrees to pay the contractor in current funds for the past performance of the contract subject to additions and deductions as provided in the General Conditions, Article 14 of the contract. Retainage on progress payments shall be ten (10) percent until the project is substantially complete (80% or more) at which point retainage may be reduced to 5% depending on the contractor's progress related to schedule and workmanship.

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IN WITNESS WHEREOF, the parties present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

City of Flemington

(Owner)

(Secretary)

By

(Witness)

Mayor

(Title)

(Contractor)

(Secretary)

By

(Witness)

(Title)

(Address and Zip Code)

Unofficial

A. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

1. REFERENCE

By reference, "The Performance Bond and Payment Bond", E.J.C.D.C. Document C-610 and C-615, 2007 Edition, pages 1 through 2 of each inclusive, is a part of this Contract.

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SECTION V: OTHER CONDITIONS OF CONTRACT BY ATTACHMENT

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A. SUPPLEMENTAL CONDITIONS

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SUPPLEMENTAL CONDITIONS

01. GENERAL CONDITIONS:

The "Standard General Conditions of the Construction Contract", Engineers Joint Contract Documents Committee, 2007 Edition, Articles 1 through 17 inclusive, included herein preceding these supplements, is a part of this Contract.

ARTICLE 5 - BONDS & INSURANCE

5.04 B 1& 2 Contractor's protective liability insurance, with minimum limits as follows:

General Liability – \$1,000,000 per occurrence;

Damage to rented premises – \$100,000 per occurrence;

Personal injury including death – \$1,000,000 for each occurrence;

General aggregate – \$2,000,000 per project;

Property damage - \$100,000 for each and \$200,000. for the aggregate for operations.

Contractor's automobile liability insurance (including contractual liability insurance as applicable to the Contractor's obligations under paragraph 6.20) with minimum limits as follows:

Automobile liability – \$1,000,000 per occurrence;

Workers compensation – Statutory coverage and \$1,000,000 Employers liability limit.

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.02 Progress Payments

A. Applications for Payments

1. Add a sentence after the second sentence stating, "Each payment request shall be accompanied with record drawings showing as-built conditions of all work requested during the pay period."

ARTICLE 16 - DISPUTE RESOLUTION

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

B. GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE American Society
of Civil Engineers



**National Society of
Professional Engineers**
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. 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.

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

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

2. *Samples:*

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

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

C. *Submittal Procedures:*

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

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

6.20 *Indemnification*

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

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If 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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

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

13.02 Access to Work

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations 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 9.07, 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 Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

C. TECHNICAL SPECIFICATIONS

Unofficial

**SECTION 01001
GENERAL REQUIREMENTS**

PART 1 - GENERAL

1.01 COMMENCEMENTS AND PROSECUTION OF WORK

- A. Contract time shall begin at which time the Owner will issue a written Notice to Proceed. The Contractor must commence construction within ten (10) days of issuance of a written Notice to Proceed. The Contractor shall maintain sufficient labor and supervision on the job until all items have been completed and the Engineer's Final Certification has been issued.

1.02 COOPERATION

- A. The General Contractor and Sub-Contractors shall cooperate with one another and with other Contractors doing related work and shall coordinate their work with the work of other trades and other Contractors so as to facilitate the general progress of the work. Each trade shall afford all other trades and all other Contractors every reasonable opportunity for the installation of their work and for storage of their materials.

1.03 SANITARY FACILITIES, TEMPORARY

- A. Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of Local and State Health authorities.

1.04 SITE EXAMINATION OF EXISTING CONDITIONS

- A. The Contractor, in undertaking the work under this Contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

1.05 SPECIFICATIONS EXPLANATION

- A. Attention is directed to the fact that the detailed specifications and separate sections may be written in short or abridged form. In regard to every section of the specifications and all parts thereof, mentioned therein or indications on the drawings or articles, materials, operations, or methods required that the Contractor:
 - 1. Provide each item mentioned and indicated (of quality or subject to qualifications notes).
 - 2. Perform (according to conditions stated) each operation prescribed.
 - 3. Provide therefore all necessary labor, equipment, and incidentals.

- B. Wherever in these specifications or on the drawings the words "directed", "required", "ordered", or words of like import are used, it shall be understood that the directions, requirements, permission, or order of the Engineer is intended; and similar words "approved", "accepted", "satisfactory", or words of like import shall mean approved, acceptable to, or satisfactory to the Engineer.
- C. For convenience of reference and to facilitate the letting of Contracts or Sub-Contracts, these specifications are separated into titled sections. Such separation shall not, however, operate to make the Engineer an arbiter to establish limits to the Contracts between the Contractor and Sub-Contractors, nor shall such operation be interpreted as superseding normal union functions.
- D. Notwithstanding the appearance of such language in the various divisions of the specifications as "The Electrical Contractor", "The Roofing Contractor", etc., the Contractor is responsible to the Owner for the entire Contract and the execution of all work referred to in the Contract Documents.

1.06 STANDARD

- A. Wherever reference is made to the standard specifications of nationally known organizations and specific articles, sections, divisions, or headings are not given, such specifications shall apply in full. Standard specifications where included herein by abbreviation or otherwise shall form a part of this specification the same as if quoted in full.
- B. The Engineer may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the work comply with the applicable specified requirements for the materials or products being furnished.

1.07 TELEPHONE, TEMPORARY

- A. Contractor shall provide mobile telephone numbers for the Project Superintendent and Project Foreman either prior to or during the Preconstruction Meeting.

1.08 TEMPORARY UTILITIES

- A. Contractor shall furnish water, electricity, and heating fuel necessary for construction. Contractor shall provide necessary temporary piping, faucets, valves, wiring, switches, outlets, etc., to carry services to the work. The Contractor shall make all temporary utilities connection for his own use and remove temporary services on completion of Contract.

1.09 WORK OUTSIDE OF THE PROPERTY LINE

- A. All work outside of the property line called for by the Contract Documents shall be performed by the Contractor and all cost for same shall be included in the Contract.

1.10 AS-BUILT DRAWINGS

- A. The Contractor shall, upon completion of the work, furnish a marked set of drawings showing field changes affecting the various mechanical trades, utilities and electrical, as actually installed and as specified under those sections of the

specifications, and deliver them to the Engineer. Engineer will furnish prints to Contractor for marking.

1.11 LIQUIDATED DAMAGES

- A. Substantial Completion - If the Contractor neglects, fails or refuses to achieve Substantial Completion of the work by not later than 12 A.M. (Midnight), the Contractor shall pay to the Owner, Liquidated Damages in the amount of three hundred dollars (\$300.00) per calendar day for each and every day that the Contractor is in default after the date indicated on the Notice to Proceed.
- B. Final Completion - If the Contractor neglects, fails, or refuses to complete the work by not later than 12 A.M. (Midnight), the Contractor shall pay to the Owner, Liquidated damages, in the amount of three hundred dollars (\$300.00) per calendar day for each and every day that the Contractor is in default after the date indicated on the Notice to Proceed. Liquidated Damages for Substantial Completion and Final Completion are cumulative.
 - 1. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such an event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current Progress Payment should the construction progress fall behind schedule.
 - 2. Time is of the essence of each and every portion of this Contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.
 - 3. Extensions of time applies to Liquidated Damages only and shall be allowed only for conditions over which the Contractor has no control, such as acts of God, transportation strikes affecting delivery of materials or equipment which are used in the project, manufacturing strikes affecting the production of materials or equipment which are used in the project, and weather above and beyond the normal expected loss of time based on historical climatological conditions over the last 10 years. For any time requested over what should be expected based on historical climatological conditions the amount of rain or temperature must meet the following conditions. To get credit for delays due to temperature the temperature must at a level that would prevent construction in accordance with the other sections in these specifications. In order to get credit for rain delay the rain event must be persistent for more than four hours during that day and rainfall must be in excess of 0.5" for that 4-hour period or more than 1" during the day.

1.12 MATERIALS PRIOR APPROVAL AND SUBSTITUTIONS

- A. Where items of equipment and/or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the base bid, except as hereinafter provided.

- B. If Contractors wish to use items of equipment and/or materials other than those specifically identified in the Specifications, Contractor shall apply in writing to the Engineer for approval of substitution at least seven (7) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the item(s) he proposes to furnish.
- C. Approved substitutions will be listed in an addendum issued to all General Contractors prior to opening of bids.
- D. Unless requests for changes in the Specifications are approved prior to the opening of bids, as defined above, the successful Contractor will be held to furnish specified items. After contract is awarded, changes in specifications will be made only as defined under "Substitution of Equipment".

1.13 SUBSTITUTION OF EQUIPMENT AND MATERIALS

- A. After execution of contract, substitution of equipment and/or materials other than those specifically named in the Contract Documents will be approved by the Engineer for the following reasons only:
 - 1. That the equipment or material is no longer available.
 - 2. That the equipment or material does not perform the function for which it was intended.
 - 3. That the equipment or material cannot be delivered due to conditions beyond the Contractor's control.
- B. To receive consideration, requests for substitutions must be in writing accompanied by documentary proof of equality, and difference in price and delivery, if any.
- C. In case of a difference in price, the Owner shall receive all benefit of the difference in cost involved in any substitutions, and the contract altered by change order to credit the Owner with any savings so obtained.

1.14 INSPECTING AND TESTING OF MATERIALS

- A. Wherever in these Contract Documents inspecting and testing of material is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by the Engineer, and the character of the test shall be stipulated by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and tests must be furnished in quadruplicate to the Engineer by the bureau, agency or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor.

1.15 ON SITE TESTING AND INSPECTING

- A. Wherever in these Contract Documents testing or inspecting is called for, the selection of bureaus, laboratories and/or agencies for such testing or inspecting shall be made by the Engineer. Documentary evidence satisfactory to the Engineer that the materials have passed the required tests or inspections shall be furnished

in quadruplicate to the Engineer. **The cost of such tests and inspection shall be paid for by the Contractor.**

1.16 MEASUREMENTS AND DIMENSIONS

- A. Before ordering materials or doing work which is dependent for proper size of installation upon coordination with site conditions, the Contractor shall verify all dimensions by taking measurements at the site and shall be responsible for the correctness of same. No consideration will be given any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or specifications and the existing conditions shall be referred to the Engineer for adjustment before any work affected thereby is begun.

1.17 SHOP DRAWINGS

- A. Shop drawings shall be dated and contain: Name of project; description and names of equipment, materials, and items; and complete identification of locations at which material or equipment is to be installed, reference to the section of the specifications where it is specified and drawings number, where shown. In addition to the above, the Shop drawings shall: (1) show complete information for checking and for fabrication, installation and erection, without reference to other drawings or note; (2) shall be of drafting line work and lettering that is easily readable under field conditions; (3) have plane oriented the same as plans on the Contract Drawings; (4) list grade, class, or strength of materials; (5) be checked and initialed by the suppliers drafting room checker; (6) be checked and coordinated with other phases of the work, by a person in the Contractor's employ who is experienced and qualified in the checking and coordination of shop drawings.
- B. Shop drawings shall not, after having been submitted, be later issued with revised or additional materials, except for items corrected during the checking by the Contractor or reviewed by the Engineer.
- C. The following notation will be used by the Engineer in his review.
 - 1. No exceptions taken. (If checked here, fabrication may be undertaken. Approval does not authorize change to contract sums unless stated in a separate letter or by change order.)
 - 2. Note markings. (If checked here, fabrication may be undertaken. Contractor is to coordinate markings noted.)
 - 3. Revise and resubmit.
 - 4. Rejected.
 - 5. Engineer review is for conformance with the design concept of the project and compliance with the information given within the Contract Documents only. The Contractor is responsible for dimensions being confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to means, method, techniques, sequence, and procedures of construction; and for coordination of the work of all trades.

6. Failure to note a noncompliance will not prevent later rejection when the noncompliance is disclosed.
- D. Submission of Shop drawings shall be accompanied by a transmittal letter in duplicate, containing project name, Owner's project number, Contractor's name, and number of drawings, title, and other pertinent data.
- E. The Contractor shall promptly submit to the Engineer, five copies for Architectural items and six copies for Engineering items, required by the Contract Documents in accordance with the aforesaid schedule so as to cause no delay in his work or in work of any other Contractor.
- F. For standard items not requiring special shop drawings for manufacture, submit six copies of manufacturer's product data showing illustrated cuts of the items to be furnished, scaled details, size dimensions, performance characteristics, capabilities, wiring diagrams, control, and all other pertinent information.
- G. The Contractor shall: (1) check, coordinate, correct, stamp, date, and sign all copies of each drawing, and deliver them to the Engineer for his review; (2) identify the set of drawings he has checked; this set shall be shown by checked marks or correction that every item has been verified and with the requirements of the Contract Documents.

1.18 MAINTENANCE MANUAL

- A. Contractor shall, prior to completion of contract, deliver to the Engineer, three copies of manual, assembled and bound with a hard cover, for the Owner's guidance, full details for care and maintenance of visible surfaces and of equipment included in contract.
- B. Contractor shall, for this manual, obtain from subcontractor, literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, control diagrams, instruction sheets and other information pertaining to same that will be useful to Owner in overall operation and maintenance.
- C. Where the above-described manuals and data are called for under separate sections of the specifications, they are to be included in the manual description in this article.

1.19 ELECTRONIC MEDIA

- A. Contractor may request an electronic file of construction plans in its native AutoCAD format for convenience during construction. The initial cost for preparation of the file shall be \$1,000.00, due prior to receipt of the file. Contractor must subscribe to obtain all updates to the file when and if plans are modified. The cost for each update provided to the Contractor shall be \$200.00. Prior to receipt of file, the Contractor must execute an Indemnification Agreement with P.C. Simonton and Associates, Inc. Transmission of the file to, or use by, any third party is prohibited.

END OF SECTION

**SECTION 01150
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 QUANTITIES

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

PART 2 - MEASUREMENT AND PAYMENT

2.01 CONCRETE PAVEMENT REMOVAL

- A. Measurement: Measurement shall be made on the basis of the number of square yards of graded aggregate base applied to the roadway at the specified thickness as shown on the construction plans. Irregular areas such as turnouts, filler strips, and intersections will be measured to the closest square yard.
- B. Payment: Payment will be made on the basis of the number of square yards of granular crusher run (graded aggregated) base at the specified thickness applied to the roadway at the unit price state in the bid. The price shall include all labor, equipment, and material to complete the task. The task shall include, but not be limited to, furnishing, hauling, placing and compaction of the crusher run base in order to bring the base to the lines, grades, and cross sections shown of the construction plans or established by the Engineer.

2.02 FULL-DEPTH ROADWAY RECLAMATION

- A. Measurement: Measurement shall be made on the basis of each square yard of pavement to undergo full-depth reclamation in accordance with the plans, specifications, and bid documents.
- B. Payment: Payment will be made on the basis of the unit price stated in the bid. The unit price shall include furnishing all labor, materials, and equipment necessary to complete this item of work. Work shall include, but not be limited to, pulverization of roadway and base material, addition of chemical stabilizers, compaction of new base mix, and curing of mix.

2.03 GRANULAR ROADWAY BASE

- A. Measurement: Measurement shall be made on the basis of the number of square yards of graded aggregate base applied to the roadway at the specified thickness as

shown on the construction plans. Irregular areas such as turnouts, filler strips, and intersections will be measured to the closest square yard.

- B. Payment: Payment will be made on the basis of the number of square yards of granite crusher run (graded aggregated) base at the specified thickness applied to the roadway at the unit price stated in the bid. The price shall include all labor, equipment, and material to complete the task. Work shall include, but not be limited to, the furnishing, hauling, placing, and compaction of the crusher run base in order to bring the base to the lines, grades, and cross sections shown on the construction plans or established by the Engineer.

2.04 SHOULDER SCRAPING & GRUBBING

- A. Measurement: Measurement shall be made on the basis of the percentage complete of the task in accordance with the plans and specifications.
- B. Payment: Payment will be made at the lump sum stated in the bid. The price bid shall include furnishing all labor, materials, and equipment necessary to complete this item. Work shall include, but is not limited to, removal of all trees, shrubs, grass, soil, sand, and undergrowth that presently exist along the shoulder, preventing the construction of this project. All material removed including vegetation, roots and organic mat shall be removed from the site and disposed of at a permitted site. The contractor shall take special care not to disturb the roots of trees that are marked to remain. Trees to be saved shall be marked and approved by the engineer prior. Trees to be saved shall have the appropriate tree protection installed.

2.05 ASPHALT PAVING OVERLAY/CRACK PROOF INTERLAYER

- A. Measurement: Measurement will be made on the basis of each square yard of asphalt in place, in accordance with the plans and specifications and accepted by the Engineer.
- B. Payment: Payment will be made on the basis of the number of square yards of asphalt in place, in accordance with the unit price bid as stated in contract. Work shall include, but is not limited to, the furnishing, hauling, placing, and compaction of the asphalt and aggregate in order to bring the pavement to the lines, grades and cross sections as designated on the construction plans. The unit price shall also include all surface cleaning, prime, tack, and pavement markings. All striping shall be in accordance with the current MUTCD and local specifications.

2.06 ADJUSTING TO GRADE OF MISCELLANEOUS ROADWAY STRUCTURES

- A. Measurement: Measurement will be made on the basis of adjusting each structure to grade, to determine the unit or units of each type completed and accepted, in accordance with the plans and specifications and accepted by the engineer. Structure tops to be raised or lowered 2 ft. (600 mm) or less are considered "Adjust to Grade."
- B. Payment: Payment will be made on the basis of each structure adjusted to grade. The unit price bid shall include all labor, materials and equipment necessary, including, but not limited to, excavation, shoring and sheeting, dewatering, gravel bedding, castings, backfill, compaction and complete surface restoration. Payment

is full compensation for adjusting to grade the structures as specified in this Specification.

2.07 CURB AND GUTTER, VALLEY GUTTER, AND CONCRETE BANDS

- A. Measurement: Measurement will be made on the basis of each linear foot of curb and gutter installed to the lines and grades shown on the plan. The size of the curb and gutter will be shown on the plans and indicated on the bid documents.
- B. Payment: Payment shall be made on the basis of the unit price stated in the bid. The price bid shall include all materials, labor, and equipment necessary to complete the work. Work shall include, but is not limited to, all excavation, forming, grade staking, compaction, curb and gutter installation, dewatering, form wrecking, cleanup, and surface restoration

2.08 GRASSING

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

2.09 PAVEMENT MARKING

- A. Measurement: Measurement shall be made on the basis of each linear foot of pavement markings in place in accordance with the plans and specifications.
- B. Payment: Payment shall be made at the linear footage stated in the bid. The unit price bid shall include all labor, materials, and equipment necessary to complete the task. The task shall include, but is not limited to, supplying and installing all thermoplastic pavement markings to replace existing in accordance with construction plans, surface restoration, and cleanup.

2.10 TRAFFIC CONTROL

- A. Measurement: Measurement shall be made on the basis of the percentage complete of the lump sum bid in accordance with the construction plans and bid items.
- B. Payment: Payment shall be made on the basis of the percentage complete of the lump sum price stated in the bid as determined by the project engineer. The lump sum shall include furnishing all labor, materials, and equipment necessary to complete the task. The task shall include, but is not limited to, the placing, moving, and maintenance of all signage, barricades, cones, barrels, flagging, flag men, and guide vehicles throughout the construction process to safely reroute traffic from existing traffic patterns. Traffic control shall be done in a manner to safely warn, reroute, and lead vehicles to their destination. Additional signage will be required if the engineer deems that the traffic control in place does not fully meet the required

intent of the task. Changing of existing traffic patterns shall be communicated with the engineer no less than 48 hours prior to.

2.11 MOBILIZATION

- A. Payment will be made for the price as stated in the Contract once the Contractor has established his construction yard, and met the requirements established in the Contract Documents. Mobilization will be recognized complete once the Contractor has provided a construction schedule and moved his equipment and a substantial amount of material to the job site. Construction must be underway and progressing. Payment for mobilization will be limited to a maximum amount not to exceed 5% of the bid price.

END OF SECTION

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**SECTION 02100
CLEARING AND GRUBBING**

PART 1 - GENERAL

1.01 DESCRIPTION

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

PART 2 - EXECUTION

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

END OF SECTION

**SECTION 02611
BASE AND PAVING**

PART 1 - GENERAL

1.01 APPLICABLE STANDARDS

- A. When used in this section, the term "Standard Specifications" shall mean the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA STANDARD SPECIFICATIONS – CONSTRUCTION OF TRANSPORTATION SYSTEMS 2013 or later edition.
- B. American Society for Testing and Materials (ASTM):
 - D-698 Test for, Moisture-Density Relations for soils
 - D-1557 Test for, Moisture-Density Relations for soils

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Base: The base shall conform to Section 310, Graded Aggregate Construction, of the Standard Specifications.
- B. Prime: The prime coat shall be RC-70 and shall conform with Section 412, Bituminous Prime, of the Standard Specifications.
- C. Tack Coat: The tack coat shall be RC-70 and shall conform with Section 413, Bituminous Tack Coat of the Standard Specifications.
- D. Intermediate Course (Binder): The intermediate course shall be Superpave 12.5 mm or 19 mm Asphaltic Concrete and shall conform with Section 402, Hot Mix Asphaltic Concrete Construction of the Standard Specifications.
- E. Crack Relief Interlayer: The crack relief interlayer shall be OGI Asphaltic Concrete and shall conform with Section 415, Asphaltic Concrete Open Graded Crack Relief Interlayer of the GDOT Standard Specifications and Special Provisions.
- F. Surface Course - Asphalt Plant Mix: The surface course shall be either Superpave 9.5 mm or 12.5 mm Asphaltic Concrete and shall conform with Section 402, Hot Mix Asphaltic Concrete Construction, of the Standard Specifications.
- G. Paint: Paint for pavement marking shall be in conformance with MUTCD publication and shall conform with Section 870, Paint, of the Standard Specifications.
- H. Concrete Curb and Gutter: Shall conform to Section 441 -Concrete Curb, Gutter, Combination Curb and Gutter, Header, and Median of the Standard Specification.

PART 3 - EXECUTION

3.01 COMPACTION

- A. Sub-grade: The upper 24 inches of sub-grade soils in all cut areas and all fill areas that are to receive new pavements shall be scarified and re-compacted until a density equivalent to 95% standard Proctor maximum dry density in accordance with ASTM D698 has been obtained.
- B. Base: All base shall have minimum compaction of 100% of the maximum density obtained by the test procedure present in ASTM D1557, Method D (Modified Proctor). The maximum permissible lift thickness shall be 6 inches (compacted). The contractor shall be required to perform all work necessary to meet the minimum compaction requirements.
- C. Moisture Content: Compaction shall be performed only when the moisture content of the soil is within 4% of the optimum moisture content at the time of compaction as determined by ASTM D698. Soils are to be dried prior to compaction by discing and aeration. An Independent Testing Laboratory shall determine if soils are within the optimum moisture content. The contractor shall be required to perform all work necessary to meet the minimum compaction requirements.

3.02 CONSTRUCTION

- A. Preparation of Sub-grade: Prior to placing of base and pavements, the construction of all utility lines (water, sewer, power, gas, etc.) which are to be placed under the pavements shall have been completed.
- B. Base: The base course shall be constructed in accordance with Section 310 of the Georgia Department of Transportation Standard Specifications to the compacted thickness specified.
- C. Prime: The prime coat shall be applied at a rate of 0.25 gallons per square yard and in accordance with Section 413 of the Georgia Department of Transportation Standard Specifications.
- D. Tack Coat: The tack coat shall be applied at a rate of 0.10 gallons per square yard and in accordance with Section 413 of the Georgia Department of Transportation Standard Specifications.
- E. Crack Relief Interlayer: The crack relief interlayer shall be constructed in accordance with GDOT Section 415 of the Georgia Department of Transportation Standard Specifications and Special Provisions.
- F. Intermediate and Surface Course - Asphalt Plant Mix: The intermediate and surface courses shall be constructed in accordance with Section 402 of the Georgia Department of Transportation Standard Specifications to the thickness indicated. All thicknesses are compacted.
- G. Painting Stripe: Pavement striping is required and shall be in accordance with Georgia Department of Transportation MUTCD publication.
- H. Existing pavement which has pavement markings damaged by this construction shall be repainted.

- I. Concrete Curb and Gutter: Shall be constructed in accordance with Section 441 of the Georgia Department of Transportation Standard Specification.

3.03 TESTING

- A. Compaction testing shall be performed by an approved testing laboratory. Subgrade and base compaction testing shall be performed at a spacing not to exceed 500' staggered for the entire length of the street. On streets shorter than 1,000' the testing spacing shall reduce to 300' and in no case will be less than three tests per street, equally spaced. The Design Engineer and Construction Inspector shall be provided copies of the test information prior to placement of base material or final pavement.
- B. Prior to the installation of any base material a test roll must be performed along the entire roadway length, both sides of the road. The test roll shall be performed utilizing an 18 C.Y. tandem axle dump truck loaded with at least 12 C.Y. of soil or gravel. The same test roll will be required on the base material prior to beginning pavement installation. The Design Engineer and Construction Inspector shall be present during the test roll.
- C. Prior to beginning the installation of any asphalt pavement, the base material shall be tested to determine thickness and graded cross section of the base material. The contractor shall provide labor and equipment to auger through the base material to check to ensure the thickness specified in the plans and specifications has been achieved. In addition, the cross slope of the base and the depth below the gutter face shall be checked, utilizing a string line, to ensure proper crown and asphalt depth at the edge has been achieved with the base grading. If the depth of base material is insufficient the base present will be removed, the subgrade lowered, and adequate base material will be replaced to achieve the required thickness. If the cross slope or edge depth is determined to be less than the specified thickness, the area will be rejected until the area is re-graded to the slope and the thickness specified on the approved plan.
- D. The Owner at his option may check the thickness of the asphalt pavement and base material after the installation is complete. If the Owner finds the materials to be less than specified, the contractor/developer shall take necessary measures to meet the requirements of the approved plans and specifications.
- E. Prior to any striping being performed, the contractor shall prepare a striping plan for approval by the Construction Inspector.

3.04 EXISTING PAVEMENT RESTORATION

- A. Pavement damaged due to construction shall be patched or replaced in accordance Section 400 of the Georgia Department of Transportation Standards and Specifications.
- B. Pavement damaged by new utility trenches shall be restored in accordance with the pavement removal and replacement details. Any pavement removed must be disposed of by the contractor at a permitted site.

- C. Existing inlets, manholes, or valve boxes shall be adjusted by the Contractor to the new grade lines and elevations. All adjustments to structures in areas proposed for pavement shall be accomplished prior to construction of the surface course.
- D. Adjustment to grade of existing frames shall include raising or lowering the upper portion of the structure, including any necessary sleeve extensions, adjustable manhole rings, gaskets, mortar, masonry, or other approved material, to bring the frame to the required grade.

3.05 STRIPING OF PAVEMENT MARKINGS

- A. Striping shall consist of furnishing and applying traffic markings with paint or thermoplastic in accordance with the contract drawings and specifications, and the requirements of the current Federal and State "Manual On Uniform Traffic Control Devices."
- B. Thermoplastic Plastic Stripe shall consist of solid or broken (skip) lines, words and/or symbols of the type, color and the location shown on the plans. It is the intent of these specifications that short lines which are defined to be crosswalks, stop bars, arrow symbols and crosshatching shall be extruded. All other lines, unless otherwise specified, shall be sprayed.
- C. Cleaning: All pavement areas to be striped shall be thoroughly cleaned. Cleaning may be accomplished by the use of hand brooms, rotary brooms, air blasts, scrapers or other approved methods which leave the paving surface thoroughly clean and undamaged. Particular care shall be taken to remove all vegetation and road film from the area to be striped.
- D. Warranty: The Contractor shall transfer to the Governing Authority the warranty on Thermoplastic materials issued by the Manufacturer.

END OF SECTION

**SECTION 02616
PAVEMENT REMOVAL AND REPLACEMENT**

PART 1 - GENERAL

1.01 DEFINITION

- A. When used in this section, the term "Standard Specifications" shall mean the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, 2001 Edition or later edition, unless amended herein.

1.02 DESCRIPTION

- A. Related Work Specified Elsewhere:
 - 1. Trench Excavation, Backfill and Compaction-Section 02221.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Base: Granular material to meet the following gradation:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING BY WEIGHT</u>
1-1/2"	100
3/4"	60-100
10	30-55
60	8-35
200	5-20

- B. Concrete: 3000 psi compressive strength
- C. Prime Coat: RC-70 Georgia DOT Specifications
- D. Asphalt Surface Course: The surface course shall be either Superpave 9.5 mm or 12.5 mm Asphaltic Concrete and shall conform with Section 402, Hot Mix Asphaltic Concrete Construction, of the Standard Specifications.

PART 3 - EXECUTION

3.01 CONCRETE PAVEMENT REPLACEMENT (DRIVEWAYS)

- A. Existing pavement shall be removed to a minimum of 12 inches on either side of the trench.
- B. Following trench backfilling and compaction, the depth of concrete pavement replaced shall match the existing pavement or shall be a minimum of 6 inches thick, whichever is greater.
- C. Joints and finish of the concrete slab shall match existing pavement.

- D. Pavement replacement for each driveway shall be accomplished with one pour. Deviation must be approved by the Engineer.
- E. All joints shall have waterproof sealer to avoid water intrusion and deterioration of the patch.

3.02 CONCRETE PAVEMENT REPLACEMENT (ROADWAY)

- A. Existing pavement shall be removed to a minimum of 12 inches on either side of the trench.
- B. A minimum 8 inch concrete slab containing black dye in the top 2 inches (minimum) shall be placed extending 12 inches on either side of the trench and on undisturbed soil.
- C. Depth of concrete pavement replaced shall match the existing pavement or shall be a minimum of 8 inches thick, whichever is greater.
- D. Joints and finish of the slab shall match existing pavement. Joints shall have expansion material between old and new paving.
- E. All slabs shall be installed in one pour unless directed otherwise by the Engineer. If construction joints are required, measures must be taken to avoid deterioration of the patch later by water intrusion.

3.03 ASPHALT PAVEMENT REPLACEMENT

- A. Existing pavement shall be removed to a minimum of 12 inches on either side of the trench.
- B. Granular base material shall be placed to a minimum depth of 8 inches and compacted to 95% maximum dry density following trench backfilling and compaction.
- C. If so directed by the Engineer the base shall be a 6 inch concrete slab extending 12" on either side of the trench and on undisturbed soils, then a 2 inch asphalt surface course shall be placed after a prime coat is applied to the concrete slab at the rate of 0.25 gallons per square foot to bring the paving to grade.

3.04 MAINTENANCE OF SURFACE

- A. Pavement damage due to settlement of backfill: Repair for period of bond.
- B. Depressions more than 6 inches deep in aggregate surfaced areas: Fill to grade for period of bond.

3.05 TESTING

- A. Certified laboratory reports shall be required to ensure the subgrade has been compacted to 95% and the base compacted to 100% standard proctor.

END OF SECTION

**SECTION 02821
GRASSING**

PART 1 - GENERAL

1.01 APPLICABLE STANDARDS

- A. Conform to Section 700 and other applicable articles of the "Standard Specifications Construction of Transportation Systems", of the Department of Transportation, State of Georgia, dated April 18, 2013. Omit all references to measurement and payment.

1.02 SOIL SAMPLES

- A. The Contractor shall take soil samples from several areas of the site to be grassed and have them analyzed by the Georgia Extension Service. The results of the analysis shall determine the best fertilizer mixture to use on the site.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. Commercial Fertilizer: Fertilizer for lawns shall be a complete fertilizer, the nitrogen content of which shall be derived from either organic or inorganic sources and meeting the following minimum requirements of plant food by weight, unless the soil analysis and report indicates a need for a different fertilizer mixture in which case the recommended mixture shall be furnished and applied. All State and Federal laws relative to fertilizer must be complied with.

10% Nitrogen - 12% Phosphoric Acid - 12% Potash

- B. Ground Limestone: Lime shall be ground dolomitic limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 50% will pass through a 20-mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
- C. Sodium Nitrate shall be a commercial product in dry powder form and shall be delivered in the original, unopened containers each bearing the manufacturer's guaranteed statement of analysis. It shall contain not less than 16% Nitrogen.

2.02 LAWN MATERIALS

- A. Kentucky 31 Fescue (Fescue elatior: var. arundinacea): Seed shall be 98% minimum purity and 85% germination.
- B. Bermuda Grass (Cyanodon Dactylon): Seed shall be 98% minimum purity and 85% germination.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare the seed bed by thoroughly cultivating, discing and hand raking as necessary to produce a smooth even grade free from hollows or other inequalities. Before any seeding is attempted the soil must be in a well pulverized, smooth, friable condition of uniformly fine texture.

3.02 FERTILIZING AND LIMING

- A. Approximately two (2) days prior to the start of seeding operations, apply ground limestone at the rate of 20 pounds per 1000 sq. ft. of lawn area. Either in conjunction with the above operation or immediately afterwards apply the specified Commercial Fertilizer over all lawn areas at the rate of 30 pounds per 1000 sq. ft. of lawn area. Work limestone into the top 6 inches of ground and the fertilizer into the top 2 inches of ground.
- B. When the grass has started to cover well (approximately 4 weeks after sowing seed) apply 1-1/2 pounds of Ammonium Nitrate to all lawn areas and immediately water using a fine spray. At the end of the maintenance period and prior to the final inspection apply 10 pounds of the specified Commercial Fertilizer per 1000 sq. ft. of lawn area and immediately water.

3.03 SEEDING

- A. Before any seeding is attempted the soil must be in a well pulverized, smooth, friable condition of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 2 lbs. of seed per 1000 sq. ft., 50% in one direction and the remainder sown at right angles to first sowing. The seeded areas shall be lightly raked, rolled with a suitable weight roller and watered with a fine spray.
- B. Fescue planting season shall be as approved by Engineer.
- C. Bermuda Grass seeding shall be planted only between May 1 to September 1.
- D. When grassing is required between curbs and sidewalks, behind sidewalks in areas adjacent to private property, the Engineer may change the type of seeding to that required to match any type of grass which may be planted and growing on the adjacent lawn. No increase in the Contract Sum will be made for this substitution.

3.04 WATERING

- A. Soak soil to a minimum depth of 6 inches immediately after seeding. Do not wash away soil or seed. Keep all surfaces continuously moist thereafter until 30 days after the lawn has been seeded. Use fine spray nozzles only.

3.05 RESPONSIBILITY

- A. Maintenance of grass areas shall consist of watering, weeding, cutting, repair of any erosion and reseeding or resodding as necessary to establish a uniform stand of the specified grasses, and shall continue until final acceptance.

- B. All grassed areas that do not show satisfactory growth within 15 days after sowing shall be re-sown and re-fertilized as directed until a satisfactory blanket is established. Approximately 3 weeks after sowing the last seed, but not before the seed has taken hold and the grass is growing well, apply sulfate of ammonia or sodium nitrate at the rate of 300 pounds to the acre and water immediately. The lawns shall be considered established when they are reasonably free from weed, green in appearance and the specified grass is vigorous and growing well on each square foot of lawn area. Full coverage is required in 60 days.
- C. All grassed areas shall be protected until accepted. All eroded and damaged areas, regardless of cause, shall be immediately repaired and reseeded. Protect lawn areas against traffic.
- D. Grassed areas shall be covered evenly with a loose layer of clean wheat, rye, oats, Seresia Lespedeza or Coastal Bermuda Hay. Two tons of dry mulch shall be applied to each acre seeded. Hay shall be placed during calm weather with no wind.
- E. As soon as the grass becomes established, a final inspection of the work will be made, provided a written request for such inspection is given to the Engineer. Satisfactory coverage is defined as coverage of the areas seeded with grass that is alive and growing, leaving no bare spots larger than one (1) square foot with 98% coverage.
- F. All temporary valves, cutoffs and piping shall be removed by the Contractor at final acceptance of the grassing.

END OF SECTION

**SECTION 03300
GENERAL CONCRETE**

PART 1 - GENERAL

1.01 QUALITY STANDARDS

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

1. American Society for Testing Materials (ASTM):

- A185 Welded Steel Wire Fabric for Concrete Reinforcement.
- A615 Deformed Billet-Steel Bars for Concrete Reinforcement.
- C31 Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field.
- C33 Specification for Concrete Aggregate.
- C39 Compressive Strength of Molded Concrete Cylinders.
- C94 Specification for Ready-Mixed Concrete.
- C143 Slump of Portland Cement Concrete.
- C150 Portland Cement.
- C172 Sampling Fresh Concrete.
- C192 Making and Curing Concrete Test Specimens in the Laboratory.
- D1751 Preformed Expansion Joint Fillers for Concrete Paving.

2. American Concrete Institute:

- ACI 301 Specification for Structural Concrete for Buildings.
- ACI 305 Recommended Practice for Hot Weather Concreting.
- ACI 318 Building Code Requirements for Reinforced Concrete.

1.02 QUALITY CONTROL

- A. The Contractor shall submit to the Engineer, for review a design mix for each class of concrete listed under CLASSES OF CONCRETE, prior to placing any concrete.
- B. Verification tests of design mixes and aggregates are required by the Engineer. Verification test specimens shall be made in accordance with ASTM C39 by an Independent Test Laboratory. Compressive strength shown by verification tests shall be at least fifteen percent in excess of the strengths listed under CLASSES OF CON-

CRETE. The Independent Testing Laboratory shall report the test results to the Engineer, in writing and shall note any failure to meet the specification.

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

test specimens for the first 24 hours after molding, and packing and shipping of test specimens. The employee shall make a record of a slump test in connection with each truckload of concrete. The designated employee shall receive initial instruction in the performance of his sampling and testing duties from a representative of the testing laboratory and shall have available copies of all ASTM Standards pertinent to his duties. Sampling shall conform to ASTM C172. Slump tests shall conform to ASTM C143. Compression test specimens shall be made and cured in accordance with ASTM C31.

3. Each set of test cylinders shipped to the laboratory shall be accompanied by a report giving information as to location in the structure of concrete sampled, time and date of sampling, air temperature, slump, class designated nominal strength, air content if applicable, temperature of concrete, truck number, and time batched. Each report shall be signed by the employee making the test and by the Contractor or his representative, certifying that the test specimens have been made by the one designated, fully instructed employee and have been made in accordance with applicable standard specifications.
4. Should any concrete fail to meet the specified strength, have a slump in excess of that required by the design mix for each class of concrete listed under CLASSES OF CONCRETE, or result in voids, honeycombs or otherwise fail to meet the requirements, the Engineer may order the concrete removed, further tests made, or other remedial measures taken, all at the Contractor's expense.

1.03 SHOP DRAWINGS

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

1.04 INSPECTION

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

1.05 STORAGE

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

PART 2 - MATERIALS

2.01 CEMENT

- A. Portland cement shall conform to ASTM C150, Type I.

2.02 AGGREGATES

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

2.03 WATER

- A. Mixing water shall be potable.

2.04 REINFORCING STEEL

- A. Reinforcing bars shall be American manufactured conforming to the requirements of ASTM A615 "Deformed Billet Steel Bars for Concrete Reinforcement", Grade 60.
- B. Welded wire-fabric or cold-drawn wire for concrete reinforcement shall be of American manufacture and shall conform to the requirements of the ASTM A185 "Welded Steel Fabric for Concrete Reinforcement".
- C. Accessories shall conform to the requirements of C.R.S.I. Manual.

2.05 READY MIXED STRUCTURAL CONCRETE:

- A. Ready mix concrete shall be mixed and delivered in accordance with these specifications and requirements set forth in ASTM C94. In addition, these following conditions must be met:
 - 1. Concrete shall be normal weight with an ultimate compressive strength at 28 days, and slump as follows:

2. Air entrained concrete shall be used for all structural concrete with the air content not less than 3 percent and no more than 5 percent.

B. Classes of Concrete:

Class A f'c = 3000 psi, Slump 4 inches +/- 1 inch

Class AA f'c = 4000 psi, Slump 3 inches +/- 1 inch

Class B f'c = 5000 psi, Slump 5 inches +/- 1 inch

2.06 EXPANSION JOINT MATERIAL

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

2.07 WALL TIES

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

2.08 LIQUID FORM SEALER

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

PART 3 – EXECUTION

3.01 FORMWORK

A. Forms shall conform to the shapes, lines and dimensions of the members as indicated, and shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be braced or tied together so as to maintain position and shape.

B. Formwork shall be observed by the Engineer before pouring concrete. Before placing the reinforcement, surfaces of wood forms in contact with the concrete, unless lined, shall receive a thorough coating of form sealer. The Engineer shall have the right to reject any forms that do not appear to him to be sufficient as to alignment and of producing the required finished surface. Should misalignment of forms or screed, excessive deflection of forms or displacement of reinforcing occur during concrete placing, corrective measures shall be immediately made to the extent, if necessary, that placing operations shall be stopped and concrete removed from within forms. The surfaces to required dimensions and cross section. Exposed lines and surfaces shall not vary from dimensions shown on plans by more than 1/4 inch in twenty feet.

C. Forms may be constructed of wood or metal. Earth forms for footings may be permitted if local conditions are favorable and approved by the Engineer. Form work for exposed concrete shall be form grade plywood.

D. Studs, waler, and ties shall be so spaced that the load of wet concrete will not stress ties beyond the printed working load recommended by the manufacturer not cause spans of form material to deflect from a true surface.

- E. The Contractor shall maintain a continuous check upon formwork during the placing of concrete. An instrument check shall be periodically made, or "Tattle Tail" rods or other devices shall be used to detect any settlement in forms.
- F. Conduits in Concrete: Conduits shall not displace reinforcing steel from its intended position, nor impair the strength of the structure.
- G. The Contractor shall assume all responsibility for removal of formwork. Elevated concrete slabs shall attain 70% of the specified ultimate strength before removing the forms. After removing forms, slabs shall be reshored at mid-span and at all points under shores supporting forms for the work above. No floor shall be loaded in excess of the live load for which designed unless adequate shores are placed beneath members supporting the concrete of load.

3.02 PLACING REINFORCING STEEL

- A. Reinforcement shall be shop fabricated, accurately positioned, and secured with not less than 16 gauge annealed wire or suitable clips.
- B. No bars, partially embedded in concrete shall be field bent, unless noted otherwise.
- C. Reinforcing bars shall be accurately placed and secured in position by approved chairs, spacers, or ties to maintain the position of the reinforcing steel prior to and during placing of concrete.
- D. Reinforcing steel support chairs and bolsters for use in concrete to be exposed shall have galvanized steel leg.
- E. No splices shall be made, except as shown on approved Shop Drawings or approved in writing by the Engineer.
- F. The placement of reinforcement shall be observed by the Engineer before pouring of concrete. Should there be any delay in the work, reinforcement previously placed shall be reinspected and cleaned if necessary before concrete placement is resumed.
- G. Metal reinforcement shall be protected by concrete cover. Where not otherwise shown, the thickness of concrete over the reinforcement shall be as follows:

Footings	3" clear sides and bottom
Slabs	3/4" clear, top and bottom
Beams	2" clear, all around
Walls	2" clear, both faces
Columns & Piers	2" clear
- H. All splicing or reinforcement not shown shall be approved by the Engineer. Splices shall not be made at a point of maximum stress and shall provide sufficient lap to transfer the stress between bars by bond. Hook and bending details, column tie arrangements, etc., shall be as shown by the S.R.A.I. Manual or the ACI Detail Engineering Manual.
- I. Wire mesh reinforcing shall be placed one inch from top of concrete slabs on ground. Lap all joints 12 inches and extend mesh to within 1 inch of sides and ends of slabs.

3.03 CONCRETE MIXING AND PLACING

- A. Ready-mix concrete shall conform to ASTM C94. Not more than one hour shall elapse between the time mixing water is added to the batch and the concrete is poured. No water shall be added on the job.
- B. No concrete shall be placed until all embedded items and reinforcing have been placed in the forms and observed by the Engineer. At least 24-hour notice shall be given the Engineer of an impending pour, so that he may observe the work, prior to placing.
- C. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent segregation or loss of materials.
- D. Concrete shall be deposited in its final position to avoid segregations and separation do to rehandling or flowing. The placing shall be carried on at such a rate that concrete is at all times plastic and flows readily into the spaces between bars. When placing is once started, it shall be carried on as a continuous operation, until placement of that section is completed.
- E. Concrete shall be worked into and around bars and embedded items with spades, rods, trowels and vibrators, so as to produce a solid homogeneous mass, free of voids, pockets, or honeycombs.
- F. Construction joints shall be installed and located as indicated. Where a joint occurs, the surface of the concrete shall be thoroughly cleaned and all laitance removed and shall be left rough or mechanically roughened, thoroughly wetted and slushed with a coat of neat cement grout immediately before placement of new concrete.
- G. All embedded items, including anchor bolts and dowels, shall be in place, preset and held in position, before any concrete is placed.
- H. No concreting shall be performed when ambient temperatures are below 40°F or if the temperature is predicted by the local U.S. Weather Bureau will fall below 40°F within 24 hours after the time of installation.
- I. No concrete shall be installed against frozen ground. All foundation cavities and slab areas that have frozen, shall be thoroughly clean of all loose earth prior to pouring concrete.
- J. All newly poured concrete shall be protected from freezing or near freezing weather during the cure period.
- K. Hot weather precautions shall be taken whenever the maximum air temperature exceeds 80°F during the day. Hot weather concreting shall be performed in accordance with ACI 305.

3.04 EXPANSION/CONTROL JOINT INSTALLATION

- A. Expansion joints shall be placed a maximum of 20 ft. intervals and at all intersections with steps, curbs other walks or abutting structures. Joints shall extend from the surface to the subgrade at right angles to the sidewalk.

- B. Expansion joint filler shall be 1/2 inch thick and as wide as the full width and depth of the sidewalk. All expansion joints shall be filled with semi-rigid epoxy, specifically manufactured for the sealing of control joints in concrete slab construction, to create a watertight slab.
- C. Control joints (tooled or saw-cut) shall be placed at no less than 12 and no more than 15 ft. intervals, in a square grid, throughout the full length and width of the concrete slab. All control joints shall be filled with semi-rigid epoxy, specifically manufactured for the sealing of control joints in concrete slab construction, to create a watertight slab.

3.05 ANCHORAGE

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

3.06 SLABS ON GRADE

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

3.07 CURING

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

3.08 CONCRETE FINISHES

- A. All poured joints, voids, honeycombs and other imperfections shall be patched within the same working day that forms are removed.

B. Troweled Finish:

1. Troweled finish shall be applied to the surface of all floors unless ceramic tile, quarry tile or pavers are called for on finish schedule.
2. Floor slabs shall be screened to an even surface by the use of straight-edge and screeding strips accurately set to the proper grade. The concrete shall be floated with a wood float in a manner which will compact it and produce a surface free from depressions or inequalities of any kind. Floors shall be level with a tolerance of 1/8 inch in 10 feet except where drains are indicated. After the concrete has hardened sufficiently to prevent fine materials from working to the top and has been allowed to stand until all water sheen has disappeared, it shall be steel troweled. Final troweling shall be done after the concrete is hard enough that no mortar accumulates on the trowel and a ringing sound is produced as the trowel is drawn over the surface. The drying of the surface moisture before troweling shall proceed naturally and shall not be hastened by the dusting on of dry sand or cement.

C. Non-slip Finish: All exterior platforms and step treads shall be made non-slippery by application at not less than 1/4 lb. per sq. ft. of aluminum oxide or emery aggregate graded from particles retained on a #50 mesh screen to particles passing an 1/8 inch screen placed during the finishing process. Abrasive aggregate shall be sprinkled by hand as soon as the freshly placed cement will support the weight of workmen and floated into the surface.

D. Unfinished Slabs: Depressed slab areas to receive ceramic quarry tile or pavers shall be finished to remove all laitance and to leave a slightly roughened, surface to insure bond. The surface of the slab shall not vary in any direction more than 1/8 inch when tested with a ten-foot straight edge. The straight edge shall be lapped one half its length as the test is being made.

3.09 CONCRETE FLOOR HARDENER

- A. All concrete floor slabs shall be cured with concrete floor hardener, "Clear Bond", as manufactured by Guardian Chemical, "Triple-Cure" by Cobra Chemicals, or "Sealtight Cs-309 by W.R. Meadows. The floor hardener shall be applied in strict accordance with the manufacturer's recommendations.
- B. Walks shall be tooled, full 1 inch deep into separate slabs as indicated. Surface edges of each slab shall be rounded to approximately 1/4 inch radius.
- C. Final finish shall be a medium or light broom finish and all tool marks completely removed.

END OF SECTION

D. GDOT SPECIFICATIONS

Unofficial

Section 301—Soil-Cement Construction

301.1 General Description

This work includes constructing a base, subbase, or shoulder course composed of soil, or a mixture of soils, and stabilizing with Portland cement. Construct according to these Specifications and conform to the lines, grades, and typical sections shown on the Plans or established by the Engineer.

The provisions in [Section 300](#) apply to this Item.

301.1.01 Definitions

General Provisions 101 through 150.

301.1.02 Related References

A. Standard Specifications

[Section 109—Measurement and Payment](#)

[Section 205—Roadway Excavation](#)

[Section 300—General Specifications for Base and Subbase Courses](#)

[Section 412—Bituminous Prime](#)

[Section 814—Soil Base Materials](#)

[Section 821—Cutback Asphalt](#)

[Section 830—Portland Cement](#)

[Section 831—Admixtures](#)

[Section 880—Water](#)

B. Referenced Documents

[GDT 19](#)

[GDT 20](#)

[GDT 21](#)

[GDT 59](#)

[GDT 67](#)

[GDT 86](#)

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301.1.03 Submittals

Before constructing a test section, submit a Construction Work Plan to the Engineer for approval.

Section 301—Soil-Cement Construction

301.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Specification
Soil-Cement Material	Subsection 814.2.02
Portland cement	Subsection 830.2.01
Water	Subsection 880.2.01
Fly Ash and Slag	Subsection 831.2.03
Cutback Asphalt RC-30, RC-70, RC-250, or MC-30, MC-70, MC-250	Subsection 821.2.01
Blotter Material (Sand)	Subsection 412.3.05.G.3

When fly ash or slag is specified as an admixture in the soil-cement base, use fly ash or slag that meets the physical requirements of [Subsection 831.2.03](#).

301.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

301.3 Construction Requirements

A. General

1. Methods

This Specification is based on the mixed-in-place and central plant mix methods. Supplement in-place or plant mixing with plow, harrow, or blade mixing when the Engineer permits.

When the Plans and Proposal indicate that the material will be paid by the ton (megagram), use the central plant mixing method. If the work will be paid by the square yard (meter), the Plans and Proposal will indicate the required thickness and the mixing method to be used.

When payment is made by the square yard (meter) and a roadway mixer is used, the Engineer will determine if the materials in the roadbed are suitable for use. If the Engineer approves, use materials in the roadbed without payment, except for the payment per cubic yard (meter) provided in [Subsection 301.5.A, "Soil-Cement Material"](#) below.

If it is necessary to add other materials to those in the roadbed to meet the desired thickness or to modify the physical properties of the existing materials, these materials will be measured and paid by the cubic yard (meter).

2. Fly Ash and Slag

Unless otherwise specified in the Contract, fly ash and slag shall be used only in central plant mix construction. Apply fly ash and slag to the mix according to the procedures for cement established in [Subsection 300.3.02.A, "Central Mix Plants"](#) and [Subsection 301.3.05.A.4, "Cement."](#)

3. Weather Limitations

Ensure the following:

Section 301—Soil-Cement Construction

Mix and place cement-treated base or subbase only when the weather permits the course to be finished without interruption in the time specified.

Mix and place materials only when the moisture content of the soil to be used in the mixture meets the limits specified in this Subsection.

Begin mixing only when the air temperature is above 40 °F (4 °C) in the shade, and rising.

Ensure that the temperature of the soil to be used in the mixture and the subbase or subgrade is above 50 °F (10 °C).

4. Interruption of Work

If the work is interrupted for more than two hours after cement has been added, or if rain increases the cement's moisture content outside the limits specified in [Subsection 301.3.05.B.7.c, "Moisture Control,"](#) remove and replace the affected portion at no additional cost to the Department.

301.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

301.3.02 Equipment

Use equipment that meets the requirements of [Subsection 300.3.02](#) and this subsection. The Engineer will approve equipment type and condition before construction begins.

Provide sufficient equipment in good working condition to do the following:

- Allow continuous prosecution of the Work.
- Mix, place, and compact within the required time limits.

Use any applicable equipment specified in [Subsection 412.3.02, "Equipment"](#) for bituminous prime.

301.3.03 Preparation

A. Subgrade or Subbase Preparation

Prepare the subgrade or subbase as specified in [Subsection 300.3.03.C, "Preparing the Subgrade"](#) or [Subsection 300.3.03.D, "Preparing the Subbase"](#) if the base, subbase, or shoulders will be composed entirely of new materials, whether mixed-in-place or central plant mixed. Place materials only on dry, thawed subgrade or subbase.

301.3.04 Fabrication

General Provisions 101 through 150.

301.3.05 Construction

A. In-Place Mixing

1. Soil

If additional soil is needed on the roadbed, place and spread the soil uniformly to the proper depth to obtain the specified thickness.

2. Pulverization

Section 301—Soil-Cement Construction

Pulverize the roadbed materials as follows:

- a. Loosen and pulverize roadbed materials to the width and depth to be stabilized without disturbing or damaging the underlying subgrade.
- a. Continue pulverizing until 100 percent of roadbed material passes through a 1-1/2 in (37.5 mm) sieve, and until at least 80 percent of the soil, excluding any stone or gravel, passes through a No. 4 (4.75 mm) sieve.
- b. Add water to assist pulverization if necessary.
- c. Remove all roots, sod, and rocks that exceed 3 in (75 mm) in diameter.
- d. Remove all other harmful materials.

3. Moisture Adjustments

Immediately before spreading cement, adjust the moisture content of the in-place material so it will stabilize to within 100 to 120 percent of optimum moisture (amount of moisture in the mixture at maximum dry density).

4. Cement

Spread cement as follows:

- a. Uniformly spread the required amount of Portland cement with a cyclone-type mechanical spreader or its equivalent.
- b. Apply the Portland cement at a rate that ensures the pounds spread are within ± 10 percent of the amount specified. Furnish a square-yard cloth, scales and personnel for checking the spread rate of cement placed.
- c. Apply cement on soils with a moisture content less than 120 percent of optimum.
- d. Apply cement on days when wind will not interfere with spreading.
- e. If the cement content is below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified and recalibrate the mechanical spreader's spread rate. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.
- f. Regulate operations to limit the application of cement to sections small enough so that all of the compacting and finishing operations specified in [Subsection 301.3.05.B.7, "Compacting and Finishing"](#) can be completed within the required time limits.
- g. Pass only spreading and mixing equipment over the spread cement. Operate this equipment so that it does not displace cement.
- h. Replace damaged cement at no additional cost the Department when damage is caused by:
 - Hydration due to rain, before or during mixing operations
 - Spreading procedures contrary to the requirements mentioned above
 - Displacement by the Contractor's equipment or other traffic

5. Mixing

Mix the material as follows:

Section 301—Soil-Cement Construction

- a. Uniformly windrow the material if the mixing plant requires it. Otherwise, shape the material to the proper line, grade, and cross-section before mixing.
 - b. Mix the material according to either roadmix method in [Subsection 301.3.05.A.6, "Road Methods."](#)
 - c. Begin mixing as soon as practical after the cement is spread, and continue until a homogeneous and uniform mixture is produced. If the equipment does not produce a homogeneous and uniform mixture meeting these Specifications, make any necessary changes to meet the Engineer's requirements.
6. Road Methods
- a. Multiple Pass Mixing
Perform multiple pass mixing as follows:
 - 1) After spreading the cement, mix it with the material to be treated.
 - 2) Ensure that the material has been adjusted for moisture as stated in [Subsection 301.3.05.B.7.c, "Moisture Control."](#)
 - 3) Continue mixing with successive passes until a uniform mixture of cement and soil, or soil-aggregate is obtained.
 - 4) Immediately after the preliminary mixing of cement and soil or soil-aggregate, add water as needed to maintain or bring the mixture to within the moisture requirements of [Subsection 301.3.05.B.7.c, "Moisture Control."](#)
 - 5) Uniformly mix the additional water to incorporate it into the full depth of the mixture.
 - b. Traveling Plant Mixing
Perform traveling plant mixing as follows:
 - 1) After spreading the cement, mix it with an approved traveling plant mixer.
 - 2) Ensure that the mixer picks up the full depth of material from the windrow on the roadbed onto the bottom shell or pan.
 - 3) Mix at a speed that ensures a uniform mixture of soil, cement, and water.
 - 4) Apply water through a water-metering device on the plant to uniformly distribute the proper amount of water to the loose material on the shell or pan. Distribute the water so that cement balls do not form.
 - 5) Continue to mix the cement and water so that all material to be treated is mixed at once.
 - 6) Ensure that there is enough mixture to produce, after final compaction, a course within allowable tolerances.

7. Compacting and Finishing

Compact and finish according to [Subsection 301.3.05.B.7, "Compacting and Finishing"](#).

B. Central Plant Mixing

1. Soil

Do the following:

Section 301—Soil-Cement Construction

- a. Before introducing any soil into the mixer, pulverize it until 100 percent passes a 1-1/2 in (37.5 mm) sieve.
 - b. Ensure that at least 80 percent of the soil, excluding any stone or gravel, passes through a No. 4 (4.75 mm) sieve.
 - c. Have enough stockpile material meeting the requirements of [Subsection 300.3.05.B, “Mining And Mixing In A Pit”](#) for at least one day of base construction before operations begin.
2. Cement
- Do the following:
- a. Measure cement by weight.
Uniformly add cement into the mixture. The cement incorporated, per ton (megagram) of soil, shall be within ± 5 percent of the amount prescribed by the Engineer.
 - b. Perform cement checks that compare the actual percent cement in the mixture with the required percent cement specified in the approved Mix Design for the Project on each of the first two tankers supplying cement to the plant. If these checks are within the specified tolerance, one cement check per day will be required.
 - c. Perform and make available to the Engineer a minimum of four daily comparison checks between the certified scales and the plant computer to ensure the proper percentage of cement is being incorporated into the mixture between cement checks.
 - d. When a cement check is out of the specified tolerance, at least two, passing one-tanker checks, are required before returning to a one cement check per day basis. When three consecutive cement checks fail to meet the specified tolerance, discontinue soil-cement plant production. Correct the problem, and recalibrate the plant as specified in [Subsection 300.3.06.A “Monitoring Quality Control”](#) before resuming the work.
 - e. When the cement content exceeds the specified tolerance, the Department will deduct the excess cement from the Contractor’s pay for cement. When the cement content does not meet the specified tolerance, the Engineer will evaluate the strength of the affected area after 7 days.
 - f. Correct any areas of base with deficient strength as specified in the Strength Correction Chart at no additional cost to the Department, regardless of the percent of compaction. This correction also applies to the test section described in [Subsection 301.3.05.B.7.a, “Test Section.”](#)
 - g. Quantities of cement used in calibrating the plant will also be deducted from the Contractor’s pay for cement.
3. Mixing
- Do the following:
- a. Measure proportions of soil, cement, and water separately and accurately before mixing.
 - b. Charge all materials into the mixer together. Begin mixing immediately.
 - c. Mix until a homogeneous and uniform mixture is produced. If the final blend of materials is not homogeneously mixed or does not meet the moisture range specified in [Subsection 301.3.05.B.7.c,](#)

Section 301—Soil-Cement Construction

[“Moisture Control,”](#) cease plant operations until corrections are made in the plant or to the materials.

4. Hauling

Do the following:

- a. Deliver soil-cement material to the Project.
- b. Spread soil-cement material so that compaction can begin within 45 minutes after the soil, cement, and water have been charged into the mixer.
- c. Protect the mixture in transit by using a securely fastened waterproof cover large enough to extend down over the sides and the end of the bed of each haul vehicle.

5. Spreading

Spread the soil-cement mixture as follows:

- a. Use an approved mixture spreader as specified in [Subsection 300.3.02.D, “Mixture Spreader”](#) to obtain the specified thickness. Spread the mixture the full width of the area to be covered.
- b. Ensure that trucks and other construction equipment, including motor graders, do not travel over the material until compaction equipment has made initial passes over the mixture.
- c. Ensure that less than 30 minutes elapse between the placement of cement-treated material in adjacent lanes at any location, unless longitudinal joints are specified.

6. Thickness of Course

Compact the soil-cement base to a maximum thickness of 8 in (200 mm). Place the full thickness in one course only and compact as specified in [Subsection 301.3.05.B.7, “Compacting and Finishing”](#) below.

7. Compacting and Finishing

a. Test Section

Construct a test section as follows:

- 1) Use the first section of each constructed soil-cement base course as a test section.
- 2) Use a test section between 350 ft (100 m) and 500 ft (150 m) long for the designated width.
- 3) Before constructing a test section, submit a Construction Work Plan to the Engineer for approval. The Construction Work Plan must indicate proposed equipment and compaction procedures.
- 4) If the Construction Work Plan is approved, the Engineer will evaluate the Work Plan during test section construction. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of course, and laminations or compaction planes (scabbing).
- 5) If the Engineer determines that the Work Plan is not satisfactory, revise the compaction procedure and augment or replace equipment, as necessary, to complete work according to the Specifications.

b. Time Limits

Observe the following time limits:

- 1) Begin compaction within 45 minutes of the time water is added to the soil-cement mixture.

Section 301—Soil-Cement Construction

- 2) Complete compaction within 2 hours.
 - 3) Complete all operations in four hours, from adding cement to finishing the surface.
- c. Moisture Control
- Control moisture as follows:
- 1) During compaction, ensure a uniform moisture content of the mixture that is between 100 and 120 percent of the optimum moisture content.
 - 2) If the moisture content exceeds the tolerance at any time, cease operations immediately and make the adjustments necessary to bring the moisture content within tolerance.
 - 3) Do not use materials that “pump” under construction traffic, regardless of moisture content.
- d. Additional Compaction Requirements
- Perform the following additional compaction requirements:
- 1) Compact the soil-cement base, subbase, or shoulder course to at least 98 percent of the maximum dry density as determined in this Subsection.
 - 2) Do not perform vibratory compaction on materials more than 1-1/2 hours old, measured from the time the cement was added to the mixture.
 - 3) Uniformly compact the mixture and then fine-grade the surface to the line, grade, and cross-section shown on the Plans.
 - 4) Loosened material accumulated during this process is considered waste and is to be removed from the Project. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.
 - 5) Use a pneumatic-tired roller to roll the finished surface until the surface is smooth, closely knit, free from cracks, and in conformance with the proper line, grade, and cross-section.
If the Engineer requires, lightly apply water to the finished surface to aid in sealing the completed base and preparing the surface for priming.
 - 6) At any place inaccessible to the roller, secure the required compaction with mechanical tampers approved by the Engineer. The same compaction requirements stated in the above Subsection apply.
- e. Additional Finishing Requirements
- Perform the following additional finishing requirements:
- 1) Use the automatically controlled screed equipment when required by [Subsection 300.3.03.H, “Fine Grading Machine”](#) of the Specifications. Control fine-grading for this requirement with sensing wires or a taut stringline. Furnish, install, and maintain this operation as a part of this Pay Item. When automatically controlled screed equipment is not required, fine-grading with motor graders is permitted.
 - 2) Fine-grade the surface of the cement-stabilized subbase for Portland cement concrete pavement or the cement-stabilized base for asphaltic concrete pavement.
 - 3) Fine-grade immediately after placement and compaction. Roll the subbase again according to this Subsection.

Section 301—Soil-Cement Construction

8. Construction Joints

Form construction joints as follows:

- a. Form a straight transverse joint at the end of each day's construction or when the work is interrupted so that the material cannot be compacted within the time limit specified in this Subsection.
- b. Create the straight transverse joint by cutting back into the completed work to form a true vertical face free of loose or shattered material.
- c. Form the joint at least 2 ft (600 mm) from the point at which the strike-off plate of the spreader comes to rest at the end of the day's work, or at the point of interruption.
- d. Form a longitudinal joint as described above if the soil-cement mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Ensure that waste material is removed from the compacted base.

9. Prime

Apply bituminous prime to the finished surface of the base course at the end of each day or as soon as the Engineer determines it is practical. Apply prime only to an entirely moist surface.

If weather delays prime application, apply prime as soon as the surface moisture is adequate. Apply prime according to [Section 412](#).

10. Opening To Traffic

No traffic or equipment is permitted to operate on the finished base, subbase, or shoulders until the prime has hardened enough so that it does not pick up under traffic. For the first seven days after priming, traffic is restricted to lightweight vehicles such as passenger cars and pickup trucks. Vehicles with an average axle load exceeding 20,000 pounds (9 Mg) will not be allowed on the finished base or subbase at any time.

Correct any failures caused by traffic at no additional cost to the Department.

11. Protection of Course

Maintain the base, subbase, or shoulder course constructed under these Specifications until the Engineer determines that it has sufficiently cured and is ready to be covered with the next base or pavement course. Make repairs specified in Subsection [300.3.06.B, "Repairing Defects"](#) whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain The Work until final acceptance as specified in [Section 105](#).

301.3.06 Quality Acceptance

A. Compaction Tests

Test compaction as follows:

1. Determine the maximum dry density for central plant mix construction from representative samples of the material to be compacted according to [GDT19](#) (AASHTO T 134).
2. Determine the maximum dry density for mixed-in-place construction according to [GDT 19](#) or [GDT 67](#).

Section 301—Soil-Cement Construction

3. Determine the in-place density of the cement-stabilized base, subbase, or shoulders as soon as possible after compaction, but before the cement sets. Determine in-place density according to [GDT 20](#), [GDT 21](#), or [GDT 59](#).

B. Finished Surface Tests

Test the finished surface as follows:

1. Check the finished surface of the cement stabilized base, subbase, or shoulder course transversely.
2. Place a 15 ft (4.5 m) straightedge parallel to the centerline. Additionally, use one of the following tools:
 - A template, cut true to the required cross-section and set with a spirit level on nonsuperelevated sections
 - A system of ordinates, measured from a stringline
 - A surveyor's level
3. Ensure that ordinates measured from the bottom of the template, stringline, or straightedge to the surface do not exceed 1/4 in (6 mm) at any point. Rod readings shall not deviate more than 0.02 foot (6 mm) from the required readings.
4. Correct any variations from requirements immediately, as specified in [Subsection 300.3.05.D](#).

C. Tolerances

1. Thickness Measurements
 - a. Thickness requirements apply to shoulder construction where the Plans specify a uniform thickness, or where the shoulders will be surfaced. Do the following:
 - b. Determine the thickness of the base, subbase, or shoulder course, by making as many checks as necessary to determine the average thickness.

2. Deficient Thickness

- a. If any measurement is deficient in thickness more than 1/2 in (13 mm), make additional measurements to determine the deficient area.
- b. Correct any area deficient by more than 1/2 in (13 mm) to the design thickness by using one of the following methods according to these Specifications:
 - Apply Asphaltic Concrete 9.5 mm Superpave.
 - Remove material to the full depth of the course and reconstruct to the required thickness.

No payment will be made for any 9.5 mm Superpave asphaltic concrete applied to correct deficiencies nor will payment be made for removing and reconstructing the deficient work.

3. Average Thickness

Average thickness is measured as follows:

- a. The average thickness per linear mile (kilometer) is determined from all measurements within the mile (kilometer) increments.
- b. The average thickness shall not exceed the specified thickness by more than 1/2 in (13 mm).

Section 301—Soil-Cement Construction

- c. If the unit of payment is by the ton (megagram) or cubic yard (meter), and the average thickness for any mile (kilometer) increment exceeds the allowable 1/2 in (13 mm) tolerance, payment for the excess quantity in that increment will be deducted.
- d. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable 1/2 in (13 mm) tolerance by the surface area of the base, subbase, or shoulder, as applicable.

4. Strength

Do the following:

- a. Ensure that the strength of the soil-cement base, subbase, or shoulder course is at least 300 psi (2070 kPa), as determined from testing the unconfined compressive strength of cores from the completed course in accordance with [GDT 86](#).
 - b. If a strength test falls below 300 psi (2070 kPa), do the following:
 - 1) Isolate the affected area by securing additional cores.
 - 2) Average all compressive strengths in the affected area to determine the basis for corrective work according to the table below or the Engineer's directions.
- ### 5. Compaction

The compaction requirement for soil-cement base, subbase, or shoulder course shall be a minimum of 98 percent of the specified theoretical density.

If any compaction test falls below 98 percent, core and retest the represented area for compressive strength determination after 7 days. If the strength is 300 psi (2070 kPa) or greater, no correction will be required. If the strength is less than 300 psi (2070 kPa), isolate the affected area by obtaining additional cores.

Average all compressive strengths in the affected area to determine the basis for corrective work, according to the following table.

Compressive Strength	Correction Work
300 psi (2070 kPa) or greater	None
200 psi (1380 kPa) to 299 psi (2069 kPa)	6 in & 8 in (150 mm & 200 mm) base—add 135 lbs/yd ² (75 kg/m ²) asphaltic concrete
Less than 200 psi (1380 kPa)	Reconstruct affected area

Ensure that a corrected area requiring asphaltic concrete is at least 150 ft (45 m) long.

Perform corrective work requiring asphaltic concrete or reconstruction at no additional cost to the Department.

301.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

Section 301—Soil-Cement Construction

301.4 Measurement

A. Soil-Cement Material

Soil-cement material is measured by the cubic yard (meter), loose volume, as specified in Section 109, during mixed-in-place construction if it is necessary to add materials to the roadbed or to build up the base, subbase, or shoulders with new material.

B. Soil-Cement Stabilized Base, Subbase, and Shoulder Course

Soil-cement stabilized base, subbase, and shoulder course are measured as follows:

1. The surface length is measured along the centerline when payment is specified by the square yard (meter). The width is specified on the Plans.
 - a. Irregular areas, such as turnouts and intersections, are measured by the square yard (meter).
 - b. Material is measured in tons (megagrams), as mixed and accepted, when payment is specified by the ton (megagram).

The actual weight is determined by weighing each loaded vehicle on a required motor truck scale as the material is hauled to the roadway. The actual weight will be the pay weight; no deduction will be made for the weight of the cement.

C. Portland Cement

Portland cement is measured by the ton (megagram).

D. Fly Ash and Slag

Fly ash and slag are measured by the ton (megagram) according to this Specification.

E. Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of [Section 412](#) in the Unit Price Bid for each individual base item.

F. Unsuitable Material

Unsuitable materials that have been removed are measured and paid for according to the Earthwork Item in the Contract.

301.4.01 Limits

General Provisions 101 through 150.

301.5 Payment

A. Soil-Cement Material

Where in-place mixing is done, and when it is necessary to add other materials to those in the roadbed or to build up the base, subbase, and shoulders entirely with new materials, the added soil-cement material, in place and accepted, will be paid at the Contract Price per cubic yard (meter). Payment will be full compensation for soil-cement material; mixing in the pit; loading, hauling, and unloading; and spreading

Section 301—Soil-Cement Construction

B. Soil-Cement Stabilized Base, Subbase, and Shoulder Course

Where specified, soil-cement stabilized base, subbase, and shoulder course, in place and accepted, will be paid at the Contract Price per square yard (meter). Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, and maintenance.

C. Pre-mixed Soil-Cement Stabilized Base, Subbase, and Shoulder Course

Where specified, pre-mixed soil-cement stabilized base, subbase, and shoulder course, in place and accepted, will be paid at the Contract Price per ton (megagram) or square yard (meter).

Payment will be full compensation for roadbed preparation; all materials except Portland cement; loading, hauling, and unloading; mixing; spreading; watering; rolling and shaping; and maintenance.

D. Portland Cement

Portland cement will be paid at the Contract Price per ton (megagram). Payment is full compensation for furnishing, hauling, and applying the material. Only Portland cement incorporated in the finished course will be paid; no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or plant calibration error.

E. Fly Ash and Slag

Fly ash and slag will be paid at the Contract Price per ton (megagram), according to this Subsection. Payment will be full compensation for hauling and applying the materials. Only fly ash and slag incorporated into the finished course will be paid; no payment will be made for fly ash and slag used to correct defects due to the Contractor's negligence, faulty equipment, or plant calibration error.

Payment will be made under:

Item No. 301	Soil-cement material—including material and haul	per cubic yard (meter)
Item No. 301	Soil-cement stabilized base, subbase, and shoulder course ___in (mm)	per square yard (meter)
Item No. 301	Pre-mixed soil-cement stabilized base, subbase, and shoulder course—including material and haul	per ton (megagram) or per square yard (meter)
Item No. 301	Pre-mixed soil-cement stabilized base and shoulder course—including material and haul	per ton (megagram) or per square yard (meter)
Item No. 301	Portland cement	per ton (megagram)
Item No. 301	Fly ash and slag	per ton (megagram)

301.5.01 Adjustments

General Provisions 101 through 150.

Section 611—Relaying, Reconstructing, or Adjusting to Grade of Miscellaneous Roadway Structures

611.1 General Description

This work includes relaying, reconstructing, resetting, adjusting to grade, capping minor structures, resetting guard rail, or adjusting other miscellaneous roadway structures as specified in the proposal or on the plans.

611.1.01 Definitions

General Provisions 101 through 150.

611.1.02 Related References

A. Standard Specifications

Section 610—Removal of Miscellaneous Roadway Items

Section 641—Guard Rail

Section 668—Miscellaneous Drainage Structures

Section 854—Castings and Forgings

B. Referenced Documents

General Provisions 101 through 150.

611.1.03 Submittals

General Provisions 101 through 150.

611.2 Materials

Most materials for the work in this specification are salvaged from the removal of existing structures. The Engineer will determine the suitability of the salvaged material for use.

Use other materials to complete the structure, such as mortar, sand-cement grout, sand for sand cushion, bituminous filler, brick, and other materials that meet the requirements of the applicable specifications for such materials for use in new structures of the same character and type.

611.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

611.3 Construction Requirements

611.3.01 Personnel

General Provisions 101 through 150.

611.3.02 Equipment

General Provisions 101 through 150.

611.3.03 Preparation

General Provisions 101 through 150.

611.3.04 Fabrication

General Provisions 101 through 150.

611.3.05 Construction

A. Miscellaneous Roadway Items

Follow these procedures to construct miscellaneous roadway items:

1. Remove existing structures to be rebuilt according to Section 610.
2. Clean the material salvaged for use in the rebuilt structure and stockpile it in convenient places. Protect it from damage until it is used.
3. Dispose of the portions of structures not suitable for reuse as provided in Section 610. Replace them with suitable new material.
4. Relay or rebuild the structures according to the Specifications for new structures of the same type.
5. Adjust to the required grade miscellaneous structures specified in the proposal or on the plans by raising or lowering the upper portion of the fixture, including sleeve extensions, adjustable manhole rings, gaskets, mastic, mortar, masonry, and other material.
6. Furnish materials such as mortar, sand-cement grout, sand cushion, bituminous filler, brick, castings, and other materials to excavate, trench, prepare earth foundation, backfill, and other work necessary to complete the Item.

B. Capping an Existing Structure

When capping an existing structure requires removing adjacent existing pavement, sidewalk, curb, gutter, or other improvement not otherwise affected by the work, follow these guidelines:

1. Remove the improvements to expose only the portion of the structure to be modified.
2. Replace the removed improvements to the Engineer's satisfaction without additional compensation.
3. Remove enough existing masonry to lower the top elevation to a point not less than the thickness of the cap plus 3 ft. (1 m) below subgrade elevation, unless otherwise indicated.
4. Cap the remaining portion of the structure with a fitted reinforced concrete cover constructed to the general details shown on the plans.

Grates, rings, plates, covers, hoods, or other castings or fittings removed while capping and not re-used become the property of the Department unless otherwise indicated on the plans.

C. Resetting Guard Rail

When resetting the guard rail is specified in the Proposal:

1. Reset guard rail removed according to Section 610 where the plan indicates and to the required post spacing.
2. Furnish materials, including additional hardware, offset blocks, and posts.
3. Replace posts that do not conform to the plans.
4. Follow the applicable provisions of Section 641.

D. Raising Manholes

When raising manholes:

1. Adjustments may be made by using adjustable extension rings that do not require removing the existing manhole frame.
2. Ensure that the extension device locks to the existing frame and permits height and diameter adjustment. The adjustable extension ring to be used shall have the Engineer's prior approval.
3. Choose an extension ring compatible with the existing casting and cover. Ensure that the adjustment range conforms to the finished pavement surface.

Section 611 — Relaying, Reconstructing, or Adjusting to Grade of Miscellaneous Roadway Structures

- a. Use an adjustable extension ring made of materials that meet the requirements of Subsection 854.2.01 or are manufactured from ASTM A 36/A 36M steel and approved by the Office of Materials and Research.
- b. Ensure that the extension ring and cover are machine ground to reduce contact irregularity. Ensure that the grates are rattle proof.
- c. Obtain the Engineer's approval for the type of adjustable extension ring used.

E. Replacing Fences

Replace fences removed under Section 610 in kind, using the removed materials as far as possible. Unless the Plans provide for new fence at the particular location, include new materials required in the Bid Price for resetting fence.

611.3.06 Quality Acceptance

General Provisions 101 through 150.

611.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

611.4 Measurement

Relaying, reconstructing, or adjusting to grade, capping minor structures, resetting guard rail, or adjusting other miscellaneous roadway structures is measured to determine the unit or units of each type completed and accepted.

Manhole tops to be raised or lowered 2 ft. (600 mm) or less are considered "Adjust to Grade."

Manhole tops to be raised between 2 ft. (600 mm) and 6 ft. (1.8 m), or tops to be lowered more than 2 ft. (600 mm), are considered "Reconstruct Manhole" and are paid as shown in Subsection 611.5, *Payment*.

Remove manholes to be raised more than 6 ft (1.8 m) as clearing and grubbing and construct a new manhole in its place according to Section 668.

611.4.01 Limits

General Provisions 101 through 150.

611.5 Payment

Relaying, reconstructing, resetting, adjusting to grade, capping minor structures, resetting guard rail, or adjusting other miscellaneous roadway structures will be paid for at the Contract Unit price. Payment is full compensation for relaying, resetting, reconstructing, or adjusting to grade the structures as specified in this Specification.

Excavation and backfill necessary for capping is considered incidental to the Item and is not paid for separately.

Tapping a new pipeline into an existing structure is not considered reconstruction of the existing structure.

Payment will be made under:

Item No. 611	Relay	Per unit shown in Proposal
Item No. 611	Reconstruct	Per unit shown in Proposal
Item No. 611	Reset	Per unit shown in Proposal
Item No. 611	Adjust to grade	Per unit shown in Proposal
Item No. 611	Cap minor structures	Per unit shown in Proposal

611.5.01 Adjustments

General Provisions 101 through 150.

E. GEOTECHNICAL ENGINEERING REPORT

Unofficial

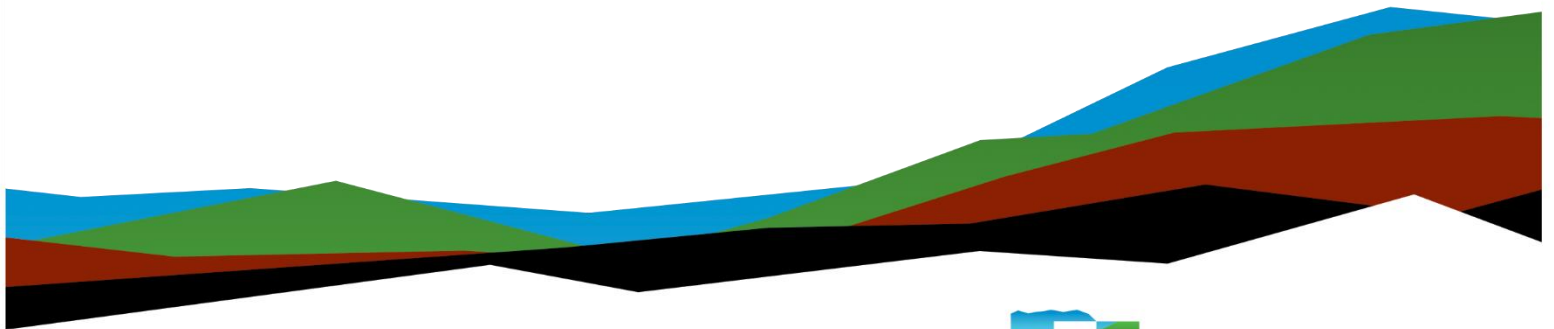
Flemington Roadway Investigation Geotechnical Engineering Report

April 1, 2024 | Terracon Project No. ES235312

Unofficial

Prepared for:

ME Sack Environmental
515 N Main St.
Hinesville, GA 31313



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April 1, 2024

ME Sack Environmental
515 N Main St.
Hinesville, GA 31313

Attn: Mr. Chris Herold
P: (912) 658-8450
E: chris@mesack.com

Re: Geotechnical Engineering Report
Flemington Roadway Investigation
Old Sunbury Road, Joseph Martin Road, and Wallace Martin Drive
Flemington, Liberty County, GA
Terracon Project No. ES235312

Dear Mr. Herold,

We have completed the scope of Geotechnical Engineering services for the above referenced project in general accordance with Terracon Proposal No. PES235312 dated January 8, 2024. This report presents the findings of the subsurface exploration and provides our findings, and subsequent recommendations for subsequent full-depth reclamation (FDR) mix design testing.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon

Kyle Nicholson, EIT
Staff Geotechnical Engineer

Guoming Lin, Ph.D., P.E., D.GE
Senior Consultant




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Attachments

- Exploration and Testing Procedures**
- Photography Log**
- Site Location and Exploration Plans**
- Exploration Results**
- Supporting Information**

Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the  Terracon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Report Summary

Topic ¹	Overview Statement ²
<p>Project Description</p>	<p>The subject site consist of the following roads with their approximate lengths:</p> <ul style="list-style-type: none"> • Old Sunbury Road: 6,200 feet • Joseph Martin Road: 2,200 feet • Wallace Martin Drive: 4,400 feet <p>The existing asphalt is in fair to poor condition and requires improvements to support the anticipated traffic loads. The improvements will likely consist of full-depth reclamation (FDR) of the existing pavements with new asphalt surface course.</p>
<p>Geotechnical Characterization</p>	<p>The existing pavement has varying asphalt thickness that ranges from 1.75 to 8 inches and soil-cement base thickness that ranges from 3.5 to 8 inches. Below the roads, the soils consisted of varying layers of silty sands and sandy clays to termination of boring at 5 feet below grade.</p> <p>Old Sunbury Road</p> <ul style="list-style-type: none"> • Asphalt Thickness: 4 to 5 inches • Base Thickness (Soil-cement): 5 to 8 inches <p>Joseph Martin Road</p> <ul style="list-style-type: none"> • Asphalt Thickness: 1.75 inches • Base Thickness (Soil-cement): 5.75 inches <p>Wallace Martin Road</p> <ul style="list-style-type: none"> • Asphalt Thickness: 3.25 to 6 inches • Base Thickness (Soil-cement): 0 to 6 inches
<p>Pavement Recommendations</p>	<p>Based on the results of the FDR sampling and laboratory mix design testing, we recommend FDR treatment with 5% cement by weight to a depth of 12 inches below top of existing asphalt. We recommend a minimum of 2.5 inches of surface course asphalt be placed in accordance with GDOT specifications.</p>
<p>General Comments</p>	<p>This section contains important information about the limitations of this geotechnical engineering report.</p>

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed pavement remediation to be located at Old Sunbury Road, Joseph Martin Road, and Wallace Martin Drive in Flemington, Liberty County, GA. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Boring logs with field data
- Asphalt and base thicknesses at the test locations
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of boring
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Laboratory test results
- Full-depth reclamation mix design recommendations
- Recommended asphalt pavement section

The geotechnical engineering Scope of Services for this project included the advancement of test borings, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	An email request for proposal was provided by Chris Herold on December 12, 2023. No documents were provided by the client for this exploration.
Project Description	The project will consist of pavement remediation three roadways in Flemington, GA. Pavement remediation is to include full depth reclamation (FDR)
Proposed Roadways	<ul style="list-style-type: none"> • Old Sunbury Road: 6,200 feet • Joseph Martin Road: 2,200 feet • Wallace Martin Drive: 4,400 feet
Pavements (assumed)	<p>Based on the provided information, a new asphalt pavement section will be utilized on top of FDR base. Based on provided GDOT data, Old Sunbury Road is expected to have an annual average daily traffic (AADT) of approximately 5,000. Truck traffic percentages were not available and were assumed to be 3% for analysis. The percentage of truck traffic and AADT for Joseph Martin Road and Wallace Martin Drive were not available and were assumed to be equivalent to Old Sunbury Road.</p> <p>The pavement design period is 20 years.</p>

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The project is located at Old Sunbury Road, Joseph Martin Road, and Wallace Martin Drive in Flemington, Liberty County, GA. Latitude: 31.8665°, Longitude: -81.5768° See Site Location
Existing Improvements	The roadway sections are asphalt paved roadways with underground utilities.
Existing Topography	Relatively level.

Geotechnical Characterization

Subsurface Conditions

As shown in the [Exploration Results](#) section, ten pavement cores and hand auger borings were performed. The hand auger borings were performed to a depth of 5 feet below the existing ground surface. The full hand auger logs can be found in the [Exploration Results](#) section.

At all hand auger locations, the soils below the pavements were mainly silty sands with varying layers of sandy lean clays.

Existing Pavement Conditions

At each of the ten (10) pavement coring locations, the core thickness was measured, and a photograph was taken. A photograph log of the cores can be found in the [Photography Log](#). The existing pavement sections consist of varying asphalt thicknesses from 1 to 5.5 inches and are underlain by 3.5 to 11.5 inches of soil-cement base. The following table presents the pavement sections from our field tests.

Asphalt Core Profile Table

Boring Label	Asphalt Thickness (inches)	Base Thickness (inches)	Base Material	Roadway
AC-1	4.5	9	Soil-Cement	Old Sunbury Road
AC-2	4.5	5	Soil-Cement	
AC-3	4.5	7	Soil-Cement	
AC-4	4	8	Soil-Cement	
AC-5	5	7	Soil-Cement	
AC-6	1.5	3.5	Soil-Cement	Joseph Martin Road
AC-7	1	11	Soil-Cement	Wallace Martin Drive
AC-8	2	11.5	Soil-Cement	
AC-9	2.5	10	Soil-Cement	
AC-10	2.5*	3.5	Soil-Cement	

*A 2nd layer of asphalt, approximately 3 inches thick, was encountered below the soil-cement base

Groundwater Conditions

The hand auger borings were observed while drilling and after completion for the presence and level of groundwater. **Groundwater was measured at hand auger locations AC-6 and AC-9 at depths of approximately 5.0 feet BGS.** Groundwater was not encountered at the depth explored at the remaining test locations. The water levels observed in the borings can be found on the boring logs in the **Appendix**.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

Mottling, as a strong indicator of water seepage during seasonal high groundwater levels, was observed and measured at the hand auger locations at depths of approximately 0.8 to 4.5 feet BGS. The mottling observed in the borings can be found in the boring logs in the **Appendix**, and in the following table:

Mottling Depth Table

Boring Label	Mottling Depth (ft)
AC-1	1.7
AC-2	0.8
AC-3	1.0
AC-4	Not Encountered
AC-5	4.0
AC-6	3.3
AC-7	Not Encountered
AC-8	2.5
AC-9	2.5
AC-10	4.5

FDR Mix Design Test Results

Select laboratory testing was performed on a total of seven collected samples from the three roads. Please refer to [Exploration and Testing Procedures](#) for additional details regarding laboratory tests performed. Sampling locations are presented on the [Exploration Plan](#).

Based on the results of Proctor testing, the maximum dry density of the samples ranged from 116.3 to 125.4 pcf at optimum moisture contents ranging from 10.0 to 11.3%.

Cement-blended samples for compressive strength testing were prepared with 3, 5, and 7% cement by weight. The following table presents the 7-day compressive strength test result ranges by cement content for each road section.

Cement Treatment %	7-day Unconfined Compressive Strength (psi)		
	Old Sunbury Road	Joseph Martin Road	Wallace Martin Drive
3%	170-235	125-150	185-220
5%	345-395	310-330	345-380
7%	430-495	415-445	460-480

Based on the laboratory test results, cement treatment of 5% is expected to achieve an unconfined compressive strength of at least 300 psi. The recommended cement treatment for each road is shown in the table below. Specific laboratory test results for each sample location are included in [Laboratory Test Results](#).

Compressive Strength	Recommended Minimum Cement Treatment		
	Old Sunbury Road	Joseph Martin Road	Wallace Martin Drive
250	5%	5%	5%

As noted in [General Comments](#), the samples tested were obtained from widely spaced exploration points across the site and variations are likely.

Pavement Recommendations

Full Depth Reclamation and Surface Asphalt

Full-depth reclamation (FDR) can be used consisting of a cement modified recycled base/subbase constructed by pulverizing existing asphalt, spreading and mixing cement with the existing asphalt and underlying base/subbase to a typical depth of 12 inches. The cement-mixed section will serve as the base layer for the new pavement. An asphalt surface layer is required as the riding surface.

Based on the provided traffic loads, we anticipate a required Structural Number (SN) of 3.27. We recommend the following pavement section for the area of Old Sunbury Road, Joseph Martin Road, and Wallace Martin Drive to be improved.

Pavement Component	Average Thickness	Structural Coefficient	Structural Number
9.5 or 12.5mm Superpave ¹	2.5	0.44	1.10
FDR ²	12	0.2	2.40

¹ Either 9.5mm or 12.5mm Superpave surface course asphalt is acceptable.

² FDR treatment should consist of a minimum 5% cement by weight.

In FDR construction, the chemical modification process should be accomplished with a specialty mixing machine or reclaimer by a contractor with experience in this type of stabilization. The chemical should be spread uniformly onto the area to be treated at the determined application rate. After the chemical is spread over the subgrade area, the mixing machine is used to uniformly blend the asphalt, soil, cement, and mixing water to the required depth. Construction methods and materials used in the development of the cement modified base should meet the requirements as directed by the GDOT Standard Specifications for Construction of Transportation Systems, 2021 edition.

It is important to note that the cement treated base will shrink and crack over time. The cracking of the soil-cement base may reflect up to result in cracking of the asphalt surface. Based on our experience, the reflective cracking would affect the appearance, but typically

does not adversely affect the performance and durability of the pavements. The reflective cracking can be reduced or eliminated by adding a layer of 4" thick graded aggregate base (GAB) or 1.5" thick open graded crack relief interlayer mixture. The drainage issues in the underlying soils must be addressed prior to FDR operations for successful performance. FDR does not cure all drainage issues in pavement structures.

As is typical for pavement, maintenance repairs are typically required after a period of 7 to 10 years to keep the pavement in acceptable condition.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction.

Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended.

Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost

estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost.

Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development.

If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

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Geotechnical Engineering Report

Flemington Roadway Investigation | Flemington, Liberty County, GA

April 1, 2024 | Terracon Project No. ES235312



Attachments

Unofficial

Exploration and Testing Procedures

Field Exploration

Number of Borings	Type of Exploration	Maximum Boring Depth	Location
12	Pavement Core with Hand Auger (HA) Boring	5 feet	Roadway Sections
7	Full-depth reclamation mix design samples	12 inches	

Boring Layout and Elevations: Terracon personnel provided the boring layout using handheld GPS equipment (estimated horizontal accuracy of about ± 10 feet) and referencing existing site features. If elevations and a more precise boring layout are desired, we recommend borings be surveyed.

Subsurface Exploration Procedures: Ten asphalt cores were taken. Hand auger borings were conducted in general accordance with ASTM D1452, Standard Practice for Soil Investigation and Sampling by Auger Borings. In this test, hand auger borings are drilled by rotating and advancing a bucket auger to the desired depths while periodically removing the auger from the hole to clear and examine the auger cuttings. The soils are classified in accordance with ASTM D2488.

Our exploration team utilized a track-mounted drill rig with a rotary auger and specialized bit to obtain the samples. The drill bit is equipped with cutting teeth to pulverize asphalt and base materials to a consistency similar to that produced by FDR equipment. The sampling depth was intended to reflect the expected treatment depths of FDR during construction.

The sampling depths, penetration distances, and other information was recorded on the field datasheets by the drillers. The collected samples were delivered to our laboratory for FDR mix design testing.

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Laboratory Testing

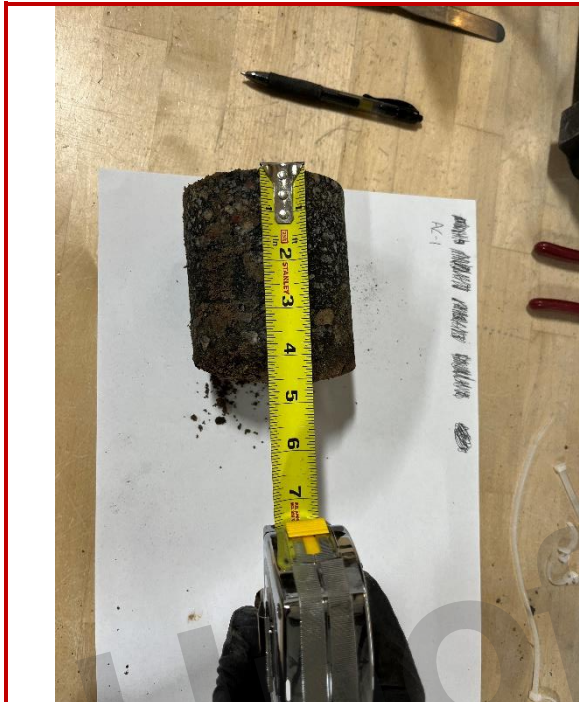
The following laboratory testing was performed in general accordance with relevant ASTM standards.

- Proctor testing (ASTM D698)
- Preparation, curing, and unconfined compressive strength testing of cement-blended samples (ASTM D558, D1632, and D1633).

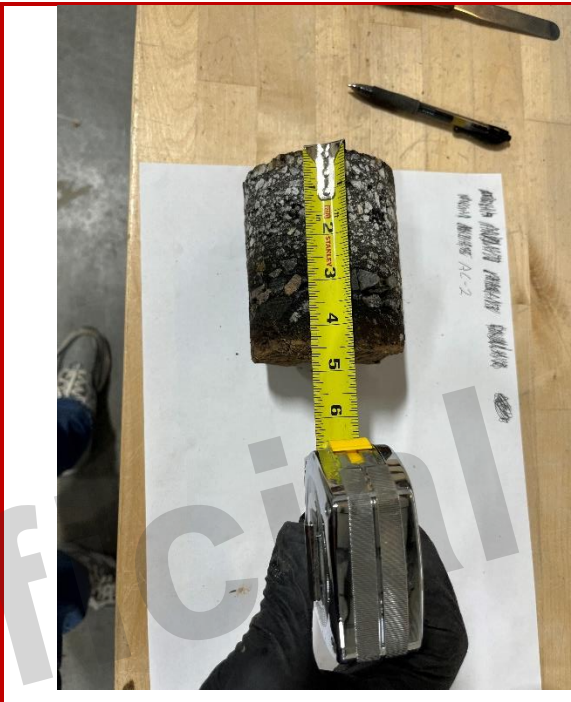
The cement-blended samples were prepared with 3, 5, and 7% cement by weight. The samples were cured for 7 days prior to compressive strength testing.

Unofficial

Photography Log



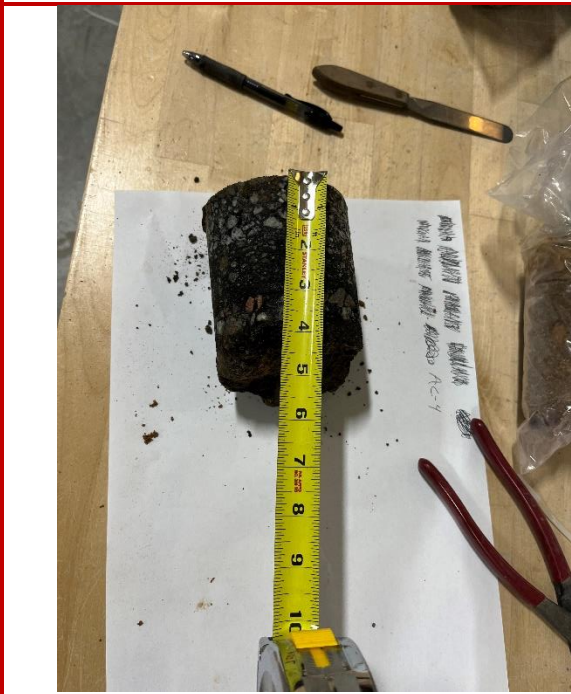
AC-1



AC-2



AC-3



AC-4

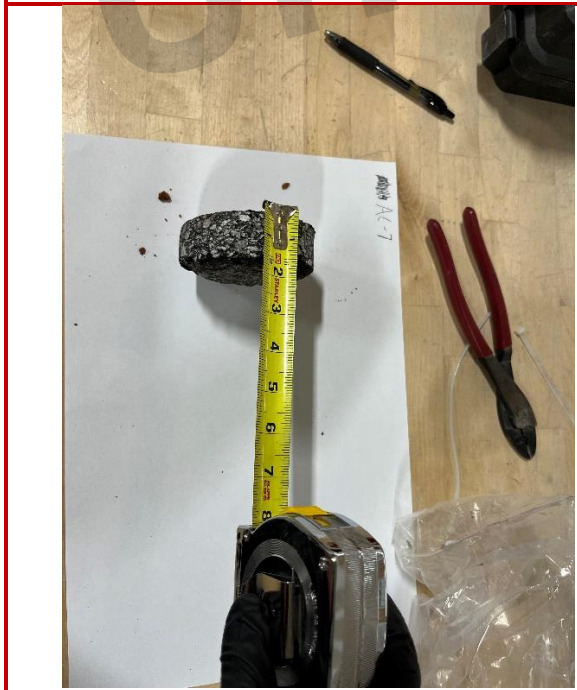
Photography Log



AC-5



AC-6

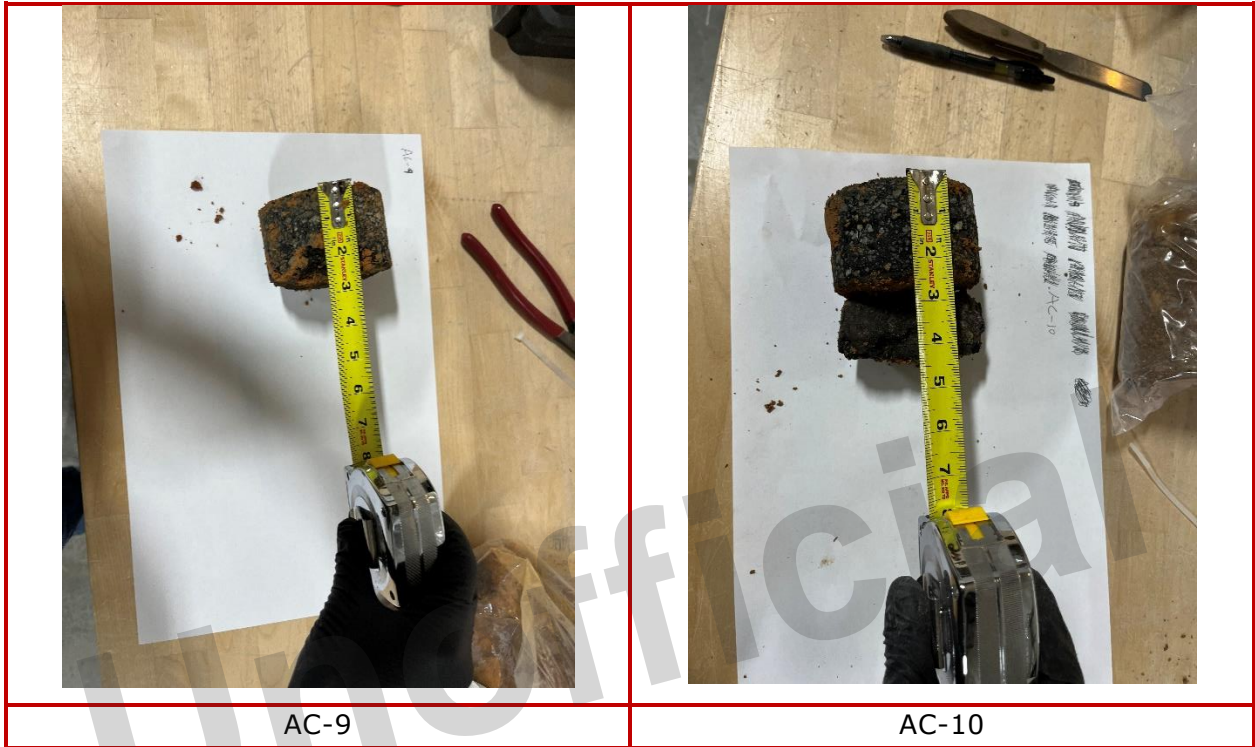


AC-7



AC-8

Photography Log



Geotechnical Engineering Report

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Site Location and Exploration Plans

Contents:

Site Location Plan

Exploration Plan (2 pages)

Note: All attachments are one page unless noted above.

Unofficial

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Site Location Plan

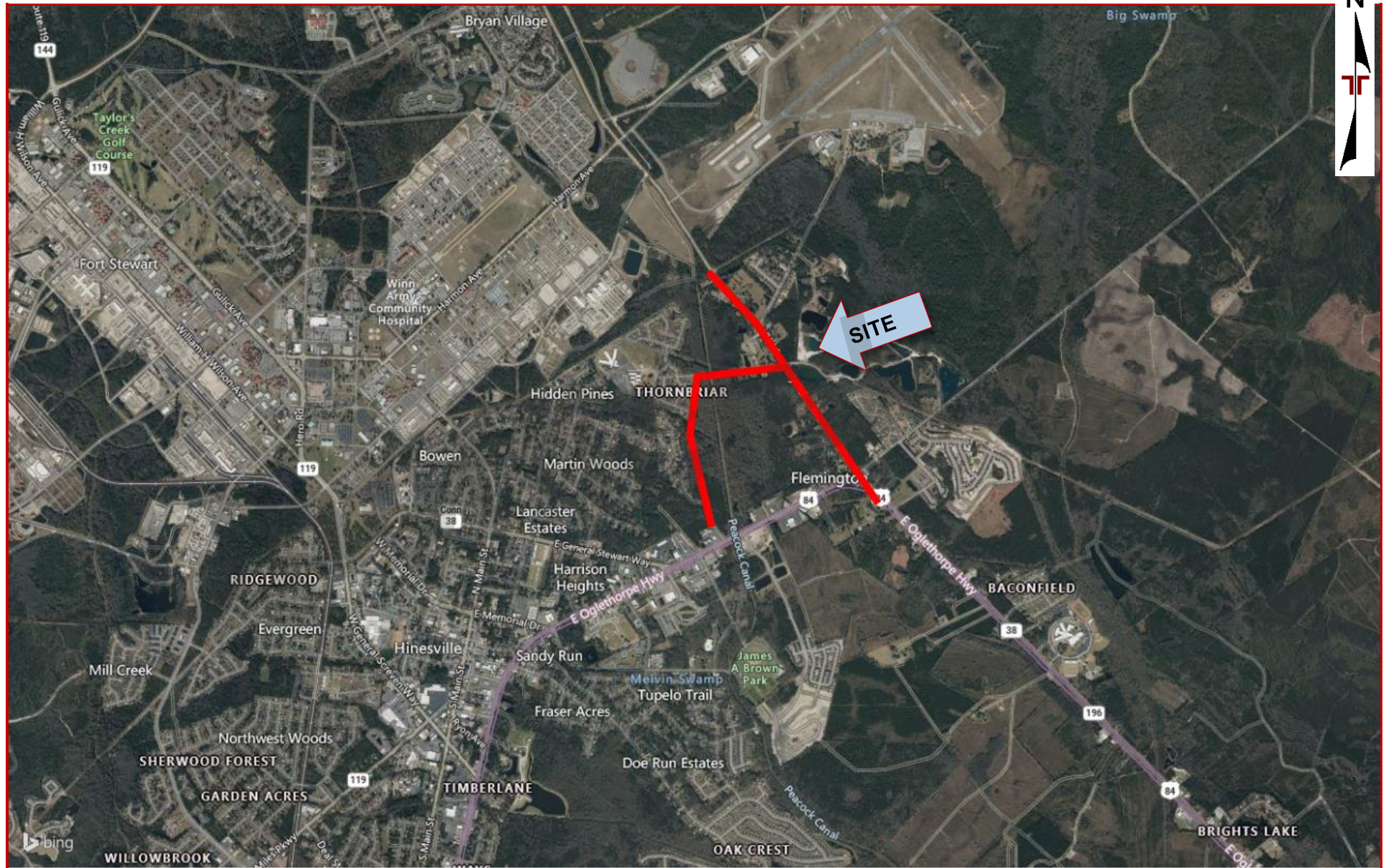


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY GOOGLE EARTH MAPS

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Exploration Plan (1 of 2)

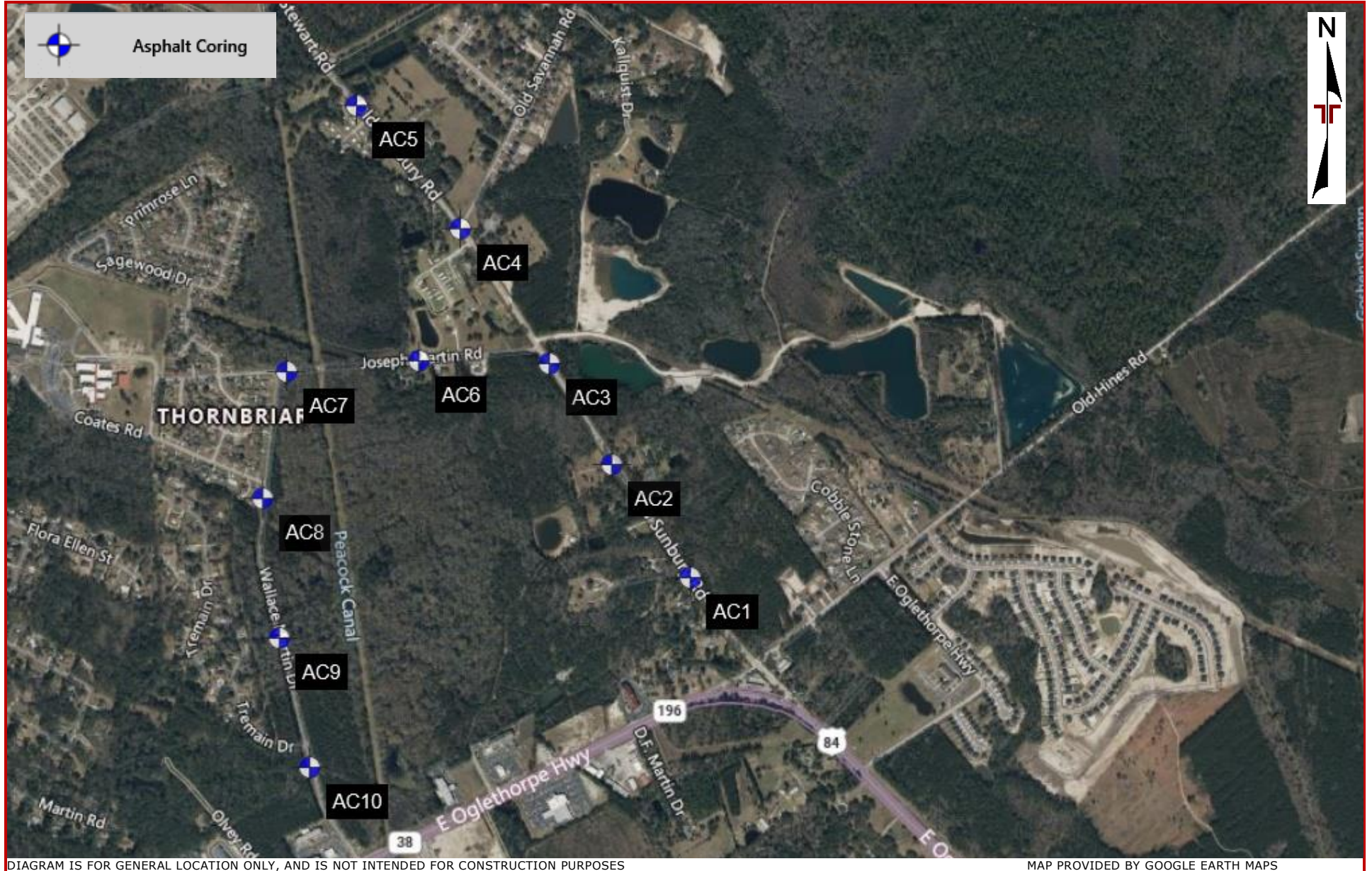


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY GOOGLE EARTH MAPS

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Exploration Plan (2 of 2)

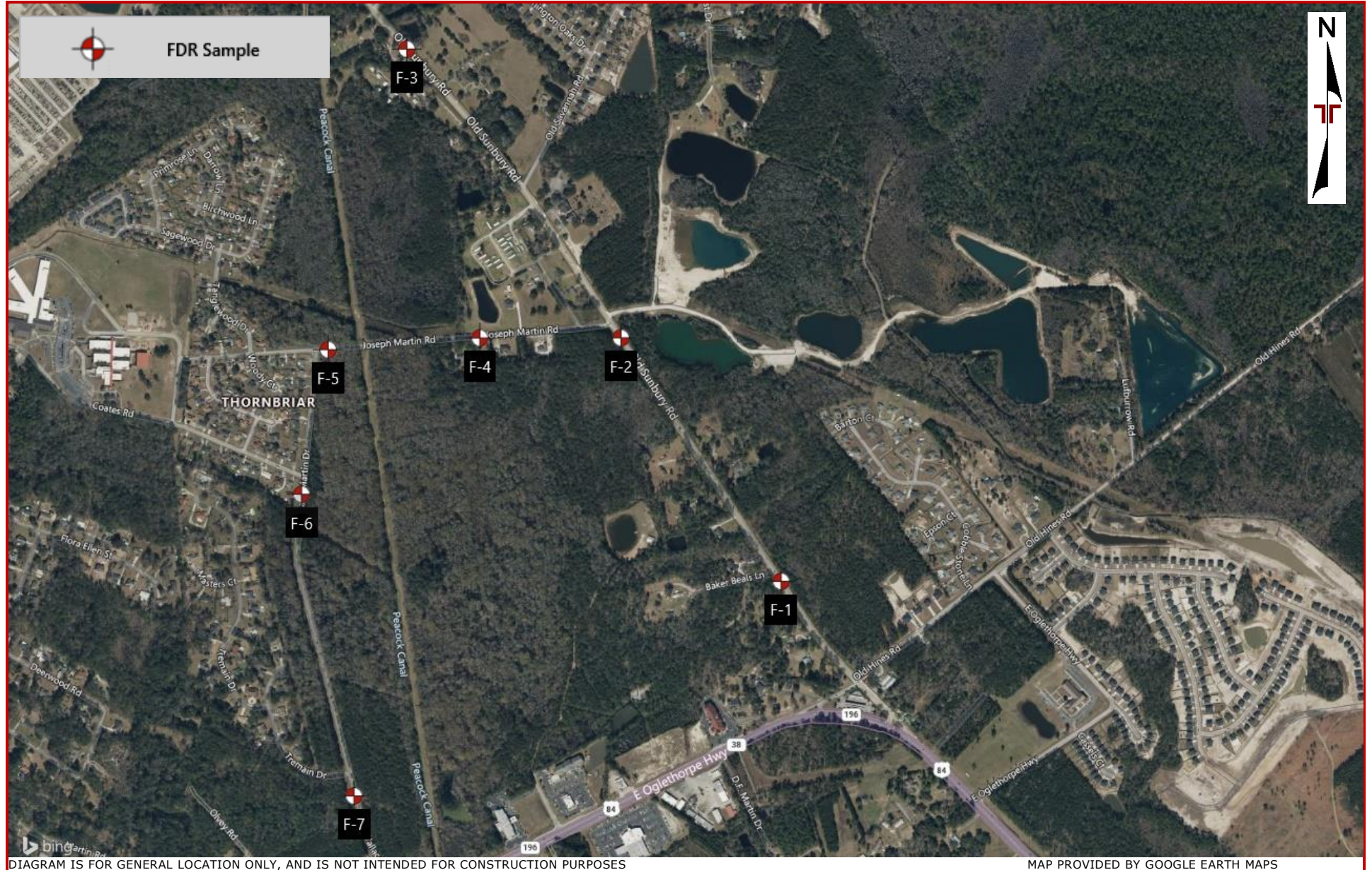


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY GOOGLE EARTH MAPS



Exploration and Laboratory Test Results

Contents:

HA Boring Logs (AC1-AC10, 10 pages)

Proctor Test Results (F1-F7, 7 pages)

FDR Mix Design Results (F1-F7, 7 Pages)

Note: All attachments are one page unless noted above.

Boring Log No. AC01

Graphic Log	Location: See Exploration Plan Latitude: 31.8618° Longitude: -81.5655° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
	ASPHALT , [4.5" thick]	0.4		
	SOIL CEMENT MIX , [9" thick]	1.1		
	SILTY SAND (SM) , with clast clay (2"), fine to medium grained, light brown	1.7		
	SANDY LEAN CLAY (CL) , gray/orange	3.0		
	SILTY SAND (SM) , with clast clay, fine to medium grained, gray	3.5		
	SANDY LEAN CLAY (CL) , gray/orange	4.0		
	SILTY SAND (SM) , fine to medium grained, dark brown	4.8		
	hardpan encountered @ 48"-54" BGS, fine to coarse grained, gray/orange	5.0		
	SANDY LEAN CLAY (CL) , gray/orange			
	Boring Terminated at 5 Feet			

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 1.7 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC02

Graphic Log	Location: See Exploration Plan Latitude: 31.8645° Longitude: -81.5677° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
	ASPHALT , [4.5" thick]	0.4		
	SOIL CEMENT MIX , [5" thick]	0.8		
	CLAYEY SAND (SC) , fine to medium grained, gray/orange, dry	1.2	1	
	SANDY LEAN CLAY (CL) , gray/orange, dry	1.7		
	SILTY SAND (SM) , fine to medium grained, very dark brown, dry hardpan encountered @ 22"-28" BGS, brown	2.7	2	
	SANDY LEAN CLAY (CL) , gray/orange, dry	3.8	3	
	SILTY SAND (SM) , fine to medium grained, light brown, wet	4.5	4	
	SANDY LEAN CLAY (CL) , gray/orange, dry	5.0	5	
	Boring Terminated at 5 Feet			

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 0.79 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC03

Graphic Log	Location: See Exploration Plan Latitude: 31.8669° Longitude: -81.5694° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
	ASPHALT , [4.5" thick]			
	0.4 SOIL CEMENT MIX , [7" thick]			
	1.0 SANDY LEAN CLAY (CL) , gray/orange, dry	1		
	1.3 SILTY SAND (SM) , fine to medium grained, gray, dry			
	2.0 SANDY LEAN CLAY (CL) , gray/orange, dry	2		
	2.5 SILTY SAND (SM) , fine to medium grained, very dark brown, dry			
	3.0 Refusal due to unknown hard substance at 3 Feet	3		

Unofficial

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 0.96 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC04

Graphic Log	Location: See Exploration Plan Latitude: 31.8702° Longitude: -81.5719°	Depth (Ft.)	Water Level Observations	Sample Type
	ASPHALT , [4" thick]	0.3		
	SOIL CEMENT MIX , [8" thick]	1.0		
	SILTY SAND (SM) , fine to medium grained, light brown, dry dark brown light brown large wood @ 50" BGS, dark brown	4.2	1 2 3 4	
	Refusal due to large wood at 4.17 Feet			

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling not encountered</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC05

Graphic Log	Location: See Exploration Plan Latitude: 31.8731° Longitude: -81.5748°	Depth (Ft.)	Water Level Observations	Sample Type
	Depth (Ft.) ASPHALT , [5" thick]			
	0.4 SOIL CEMENT MIX , [7" thick]			
	1.0 SILTY SAND (SM) , fine to medium grained, dark brown, dry	1		
	brown, dry	2		
	4.0 CLAYEY SAND (SC) , fine to medium grained, light gray/orange, moist	3		
	4.5 SANDY LEAN CLAY (CL) , light gray/orange, dry	4		
	5.0 Boring Terminated at 5 Feet	5		

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 4 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC06

Graphic Log	Location: See Exploration Plan Latitude: 31.8670° Longitude: -81.5731° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
0.1	ASPHALT , [1.5" thick]			
0.4	SOIL CEMENT MIX , [3.5" thick]			
0.4	SILTY SAND (SM) , fine to medium grained, dark brown, dry	1		
3.3	brown, dry	2		
3.3	CLAYEY SAND (SC) , fine to medium grained, light gray/orange, moist	3		
4.0	SANDY LEAN CLAY (CL) , light gray/orange, dry	4		
5.0	Boring Terminated at 5 Feet	5	▽	

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations ▽ Groundwater encountered @ 5 ft BGS Mottling encountered @ 3.3 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC07

Graphic Log	Location: See Exploration Plan Latitude: 31.8667° Longitude: -81.5768° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
0.1	ASPHALT , [1" thick] SOIL CEMENT MIX , [11" thick]			
1.0	SILTY SAND (SM) , fine to medium grained, gray, dry brown, dry light brown, dry dark brown, dry light gray, dry	1		
3.5	SILT (ML) , dark brown, dry	2		
4.0	ELASTIC SILT (MH) , dark brown, dry green, dry	3		
5.0	Boring Terminated at 5 Feet	4		
		5		

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling not encountered</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC08

Graphic Log	Location: See Exploration Plan Latitude: 31.8637° Longitude: -81.5775° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
0.2	ASPHALT , [2" thick]			
1.1	SOIL CEMENT MIX , [11.5" thick]	1		
1.1	SILTY SAND (SM) , fine to medium grained, dark brown, dry gray, dry gray/orange, dry	2 3		
4.0	SANDY LEAN CLAY (CL) , light gray/orange, dry	4		
5.0	Boring Terminated at 5 Feet	5		

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 2.5 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC09

Graphic Log	Location: See Exploration Plan Latitude: 31.8604° Longitude: -81.5770° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type
	ASPHALT , [2.5" thick]	0.2		
	SOIL CEMENT MIX , [10" thick]	1.0		
	SILTY SAND (SM) , fine to medium grained, dark brown, dry light brown, dry light gray/orange, dry brown, dry	2.0		
	CLAYEY SAND (SC) , fine to medium grained, gray/brown, moist	4.2		
	SILTY SAND (SM) , fine to medium grained, very dark brown, moist	4.5		
	Boring Terminated at 5 Feet	5.0	▽	

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations ▽ Groundwater encountered @ 5 ft BGS Mottling encountered @ 2.5 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

Boring Log No. AC10

Graphic Log	Location: See Exploration Plan Latitude: 31.8573° Longitude: -81.5762°	Depth (Ft.)	Water Level Observations	Sample Type
	Depth (Ft.) ASPHALT , [2.5" thick]	0.2		
	SOIL CEMENT MIX , [3.5" thick]	0.5		
	ASPHALT , [3" thick]	0.8		
	SILTY SAND (SM) , with small to medium roots, fine to coarse grained, dark gray, dry	1		
	end of roots, gray, moist	2		
		3		
		4		
	4.5 SANDY LEAN CLAY (CL) , gray/orange, moist	4.5		
	5.0 Boring Terminated at 5 Feet	5		

<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any). See Supporting Information for explanation of symbols and abbreviations.</p>	<p>Water Level Observations Groundwater not encountered Mottling encountered @ 4.5 ft BGS</p>	<p>Drill Rig Hand Auger</p>
<p>Notes</p>	<p>Advancement Method Manual hand auger</p> <p>Abandonment Method Boring backfilled with auger cuttings upon completion.</p>	<p>Driller HS</p> <p>Logged by HS</p> <p>Boring Started 02-01-2024</p> <p>Boring Completed 02-01-2024</p>

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength: N/A
 Batch Time / Ticket No.: Portland Cement -Type I/II
 Supplier: Quikrete

Time Sampled: PM
 Weather: Clear
 Sample Location: F1 (0-1')
 Placement Location: Roadway

Date Molded: 3/21/2024
 Time Molded: AM
 Molded: ASTM D 558
 Tested: ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	7.8	11.3	120.8	28.27	7	4931	170.0
5%	7.8	11.3	120.8	28.27	7	9866	345.0
7%	7.8	11.3	120.9	28.27	7	12237	430.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
Service Date: 03/19/24
Report Date: 03/28/24
Task: FDR Mix Design



Client
ME Sack Environmental LLC

Project
Flemington Roads FDR

Project Number ES235312

Specified Strength: N/A
Batch Time / Ticket No.: Portland Cement -Type I/II
Supplier: Quikrete

Time Sampled: PM
Weather: Clear
Sample Location: F2 (0-1')
Placement Location: Roadway

Date Molded: 3/21/2024
Time Molded: AM
Molded: ASTM D 558
Tested: ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	9.2	12.6	119.4	28.27	7	6745	235.0
5%	9.2	12.6	119.5	28.27	7	11244	395.0
7%	9.2	12.6	119.6	28.27	7	14034	495.0

Note:
- Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength:	N/A	Time Sampled:	PM	Date Molded:	3/21/2024
Batch Time / Ticket No.:	Portland Cement -Type I/II	Weather:	Clear	Time Molded:	AM
Supplier:	Quikrete	Sample Location:	F3 (0-1')	Molded:	ASTM D 558
		Placement Location:	Roadway	Tested:	ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	9.5	10.7	116.3	28.27	7	5282	185.0
5%	9.5	10.7	116.3	28.27	7	10425	365.0
7%	9.5	10.7	116.4	28.27	7	14755	520.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength:	N/A	Time Sampled:	PM	Date Molded:	3/21/2024
Batch Time / Ticket No.:	Portland Cement -Type I/II	Weather:	Clear	Time Molded:	AM
Supplier:	Quikrete	Sample Location:	F4 (0-1')	Molded:	ASTM D 558
		Placement Location:	Roadway	Tested:	ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	7.1	10.2	125.2	28.27	7	4320	150.0
5%	7.1	10.2	125.4	28.27	7	9436	330.0
7%	7.1	10.2	125.4	28.27	7	12617	445.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength: N/A
 Batch Time / Ticket No.: Portland Cement -Type I/II
 Supplier: Quikrete

Time Sampled: PM
 Weather: Clear
 Sample Location: F5 (0-1')
 Placement Location: Roadway

Date Molded: 3/21/2024
 Time Molded: AM
 Molded: ASTM D 558
 Tested: ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	8.3	10.0	118.2	28.27	7	3544	125.0
5%	8.3	10.0	118.3	28.27	7	8859	310.0
7%	8.3	10.0	118.5	28.27	7	11761	415.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength:	N/A	Time Sampled:	PM	Date Molded:	3/21/2024
Batch Time / Ticket No.:	Portland Cement -Type I/II	Weather:	Clear	Time Molded:	AM
Supplier:	Quikrete	Sample Location:	F6 (0-1')	Molded:	ASTM D 558
		Placement Location:	Roadway	Tested:	ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	8.7	10.7	119.7	28.27	7	5323	185.0
5%	8.7	10.7	119.8	28.27	7	9870	345.0
7%	8.7	10.7	119.9	28.27	7	13112	460.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

SOIL CEMENT TEST REPORT

Report Number: ES235312
 Service Date: 03/19/24
 Report Date: 03/28/24
 Task: FDR Mix Design



Client
 ME Sack Environmental LLC

Project
 Flemington Roads FDR

Project Number ES235312

Specified Strength:	N/A	Time Sampled:	PM	Date Molded:	3/21/2024
Batch Time / Ticket No.:	Portland Cement -Type I/II	Weather:	Clear	Time Molded:	AM
Supplier:	Quikrete	Sample Location:	F7 (0-1')	Molded:	ASTM D 558
		Placement Location:	Roadway	Tested:	ASTM D 1633

Specimen No.	Natural Moisture (%)	Optimum Moisture Content at Molding	Dry Density(pcf)	Cross-Sectional Area (in ²)	Age (Days)	Maximum Load (lbs)	Compressive Strength (psi)
3%	9.8	11.4	121.7	28.27	7	6318	220.0
5%	9.8	11.4	121.7	28.27	7	10744	380.0
7%	9.8	11.4	121.8	28.27	7	13582	480.0

Note:
 - Specimen were made and cured in general accordance with applicable parts of ASTM D 558, ASTM D 1632 and ASTM D 1633.

Performed By: Terracon Laboratory

Supporting Information

Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

Unofficial

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	Cu ≥ 4 and 1 ≤ Cc ≤ 3 ^E	GW	Well-graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	Cu < 4 and/or [Cc < 1 or Cc > 3.0] ^E	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}
			Cu ≥ 6 and 1 ≤ Cc ≤ 3 ^E	SW	Well-graded sand ^I
		Sands with Fines: More than 12% fines ^D	Cu < 6 and/or [Cc < 1 or Cc > 3.0] ^E	SP	Poorly graded sand ^I
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots above "A" line ^J	CL	Lean clay ^{K, L, M}
			PI < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
	Silts and Clays: Liquid limit 50 or more	Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N} Organic silt ^{K, L, M, O}
			Inorganic:	PI plots on or above "A" line	CH
		PI plots below "A" line		MH	Elastic silt ^{K, L, M}
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay ^{K, L, M, P} Organic silt ^{K, L, M, Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor		PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains ≥ 15% sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains ≥ 15% gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

^N PI ≥ 4 and plots on or above "A" line.

^O PI < 4 or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

