

# PROJECT MANUAL

## FAYETTE COUNTY HEALTH DEPARTMENT FOR FAYETTE COUNTY, TN

90 Yum Yum Road  
Somerville, TN 38068

June 20, 2024

A2H # 23406

Prepared By:

# A2H

ENGINEERS • ARCHITECTS • PLANNERS

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3009 Davies Plantation Road  
Lakeland, TN 38002

901.372.0404  
[www.A2H.com](http://www.A2H.com)

A2H, Inc.

SECTION 00 0107  
SEALS PAGE

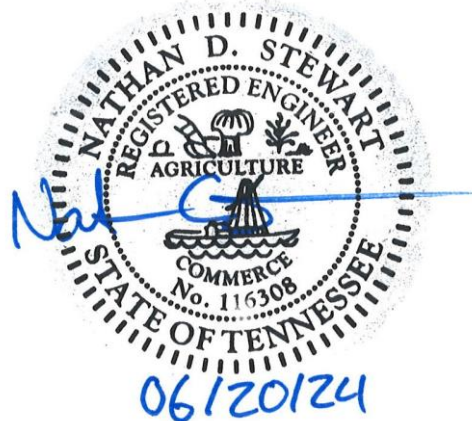
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MECHANICAL / PLUMBING ENGINEER:

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**END OF SECTION 00 0110**

**SECTION 00 0115  
LIST OF DRAWINGS SHEETS**

**1.01 DESCRIPTION**

- A. The following is the list of Project Contract Drawings entitled Fayette County Health Department for Fayette County, TN in Somerville, TN 38068, dated June 20, 2024 with Revision dates, if any as noted.

<b>SHEET NUMBER</b>	<b>SHEET NAME</b>	<b>REVISION DATE</b>
	<b>GENERAL</b>	
<b>G0.0</b>	<b>COVER SHEET</b>	
<b>G0.1</b>	<b>PROJECT DATA AND NOTES</b>	
<b>G0.2</b>	<b>LIFE SAFETY PLAN</b>	
	<b>ARCHITECTURE</b>	
<b>A0.1</b>	<b>FLOOR PLAN - EXISTING / DEMOLITION</b>	
<b>A1.0</b>	<b>FLOOR PLAN - NOTED</b>	
<b>A1.1</b>	<b>FLOOR PLAN - DIMENSIONED</b>	
<b>A7.1</b>	<b>FINISH DETAILS</b>	
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<b>A7.3</b>	<b>INTERIOR ELEVATIONS</b>	
<b>A7.4</b>	<b>INTERIOR ELEVATIONS</b>	
<b>A7.5</b>	<b>INTERIOR SECTIONS AND DETAILS</b>	
<b>A7.6</b>	<b>INTERIOR SECTIONS AND DETAILS</b>	
<b>A8.1</b>	<b>REFLECTED CEILING PLAN</b>	
	<b>MECHANICAL</b>	
<b>M0.1</b>	<b>HVAC FLOOR PLAN - DEMOLITION</b>	
<b>M1.1</b>	<b>HVAC FLOOR PLAN</b>	
<b>M2.1</b>	<b>HVAC SCHEDULES &amp; DETAILS</b>	
	<b>PLUMBING</b>	
<b>P1.0</b>	<b>PLUMBING FLOOR PLAN - DEMOLITION</b>	
<b>P1.1</b>	<b>PLUMBING FLOOR PLAN</b>	
	<b>ELECTRICAL</b>	
<b>E0.0</b>	<b>ELECTRICAL LEGEND AND NOTES</b>	
<b>E0.1</b>	<b>ELECTRICAL SPECIFICATIONS</b>	
<b>E1.1</b>	<b>LIGHTING - DEMOLITION FLOOR PLAN</b>	
<b>E1.2</b>	<b>LIGHTING - FIRST FLOOR PLAN</b>	
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<b>E6.0</b>	<b>ELECTRICAL DETAILS</b>	

**END OF SECTION 00 0115**

**SECTION 00 1113  
ADVERTISEMENT FOR BIDS**

**FROM:**

**THE OWNER (HEREINAFTER REFERRED TO AS OWNER ):**

Fayette County, TN  
90 Yum Yum Road  
Somerville, Tennessee 38068

**& THE ARCHITECT/ENGINEER (HEREINAFTER REFERRED TO AS ARCHITECT/ENGINEER ):**

A2H, Inc.  
3009 Davies Plantation Road  
Lakeland, TN 38002

**DATE: JUNE 26, 2024**

**TO: POTENTIAL BIDDERS**

- A. Sealed bids will be received until 10:00 AM, C.S.T., Thursday, July 18th, 2024, at the Fayette County Mayor's Office, 13095 N Main St., Somerville, TN 38068, and will be opened at 11:00 AM, C.S.T., Thursday, July 18th, 2024, at the Fayette County Health Department, 90 Yum Yum Rd., Somerville, TN 38068.  
Project: Fayette County Health Department  
A2H Project #: 23406.  
Project Description: The Project consists of the interior renovation of the existing County Health Department building.
- B. A Mandatory Pre-Bid meeting will be held on July 9th, 2024 at 10:00 A.M. on site which is located at 90 Yum Yum Rd in Somerville, TN 38068.
- C. Electronic files may be downloaded free of charge from the A2H Plan Room at [www.a2hplanroom.com](http://www.a2hplanroom.com). Hard copy sets of plans and specifications will also be available on the plan room at the contractor's expense.
- D. Documents may be obtained only by general contract and subcontract Bidders. Others may view the Bid Documents at the office of the Owner and the following Plan Rooms:  
Memphis Builders Exchange; [www.memphisbx.com](http://www.memphisbx.com)  
West Tennessee Plans Room; [www.wtplanroom.com](http://www.wtplanroom.com)  
Governor's Office of Diversity Business; [www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe/current-procurement-opportunities.html](http://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe/current-procurement-opportunities.html)
- E. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.
- F. All Bidders must comply with the applicable provisions of the Contractors Licensing Act of 1994, found in "Tennessee Code Annotated," Section 62-6-119, as amended. In accordance with this act, the following information must appear on the outside of the envelope containing the bid for all projects in excess of \$25,000:
1. Name of Bidder
  2. Address and Phone Number of Bidder
  3. Name of Project for which Bid is Submitted
  4. Bidder's License Number
  5. Expiration Date of License
  6. The Portion of Classification of Bidders License that Applies to this Project

7. The name, license number, expiration date, and the classification for the Electrical, Plumbing, and HVAC contractors must also be included on the outside of the envelope unless the value of that portion of the work is less than \$25,000. Public Chapter 768 requires that the name, license number, expiration date and classification of the Masonry contractor be included when the cost of the masonry portion (including materials and labor) is \$100,000 or greater.
- G. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders.
- H. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- I. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- J. This project is being funded by Federal, State of Tennessee, and local ARPA/Covid Funds. The Fayette County Mayor's Office reserves the right to accept and/or reject any and all bids.
- K. Fayette County is an equal opportunity employer. Fayette County ensures compliance with Title VI of the Civil Rights Act of 1964; related statutes and regulations that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, religion, sex, or national origin.
- L. An official list of bidders will be maintained at [www.a2hplanroom.com](http://www.a2hplanroom.com) to ensure eligibility requirements of the bidder are met prior to bid opening. Any bid submitted from a bidder not on the official bidders list and/or not containing the above information will not be opened.

**END OF SECTION 00 1113**

**SECTION 00 2113  
INSTRUCTIONS TO BIDDERS**

BIDS will be received by **Fayette County, TN**, (herein called the "OWNER"), at the **Fayette County Mayor's Office, 13095 N. Main Street, Somerville, TN 38068**, until 10:00 A.M. local time on **July 18, 2024** and will be opened at 11:00 AM, local time, July 18, 2024, at the Fayette County Health Department, 90 Yum Yum Rd., Somerville, TN 38068:

Each BID must be submitted in a sealed envelope, addressed to **Fayette County, TN**. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Fayette County Health Department Renovation** and the envelope should bear on the outside the name of the BIDDER, his address and phone number, his license number and expiration date, license classification and the name of the project for which the BID is submitted. In accordance with T.C.A. § 62-6-119 as amended, the contractor license information must be included for the Electrical, Plumbing, and HVAC contractors on the outside of the bid envelope unless the value of that portion of the work is less than \$25,000, which includes materials and labor. If the subcontractor's portion is less than \$25,000, the name of the contractor only may appear on the bid envelope. Public Chapter 768 requires that the name, license number, expiration date and classification of the Masonry contractor be included when the cost of the masonry portion (including materials and labor) is \$100,000 or greater. Provide the name, license number, expiration date, and the classification of the Steel Fabricator and Steel Erector on a separate form inside the bid envelope. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

**Fayette County, TN  
13095 N Main St.  
P.O. Box 218  
Covington, TN 38068**

All bidders must be licensed contractors, as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch. 6).

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

To illustrate compliance with T.C.A. '50-9-113 (Drug Free Workplace requirements) the CONTRACTOR shall submit a certified Drug-Free Workplace Affidavit with the BID. According to Attorney General Opinion No. 02-001 (January 2, 2002), the OWNER, upon having actual knowledge of a CONTRACTOR'S non-compliance with T.C.A. '50-9-113, cannot rely on the CONTRACTOR'S affidavit of compliance and cannot award the bid to that CONTRACTOR. In the case where the OWNER, upon having knowledge of the CONTRACTOR'S non-compliance, has rejected a CONTRACTOR'S bid as a result of non-compliance, the contract shall be awarded to the next lowest bidder who is in compliance with said statute.

The OWNER may waive any informalities or minor defects or reject any and all BIDS or any line item in the BID. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.



The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer; agent, or employee of the OWNER or any other person shall not affect the risks of obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS as requested to do so by the OWNER.

**A Mandatory Pre-Bid meeting will be held on July 9, 2024 at 10:00 A.M. on site which is located at 90 Yum Yum Rd in Somerville, TN 38068.**

The CONTRACTOR is responsible for hiring a licensed testing services organization to conduct all materials testing and quality control, as required. All testing costs shall be paid for as incidental to the Item No. for which the work is being done.

The ARCHITECT/ENGINEER is **A2H, Inc.** The address is **3009 Davies Plantation Road, Lakeland, TN 38002.**

BIDDER hereby agrees to commence work under the contract on or before a date to be specified in written "NOTICE TO PROCEED" of the OWNER and to fully complete the project within \_\_\_\_\_ (Bidder to specify number of days) consecutive calendar days thereafter as stipulated in the specifications.

The BIDDER shall submit with this BID a complete project organization chart showing proposed job-site staff and home office staff directly involved with this project. Resumes of each individual must be included. Also, submit Sections 00 4336 Subcontractors Form & 00 4373 Schedule of Values Form.

END OF SECTION 00 2113

**SECTION 00 4100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. Fayette County, TN (Owner)

**1.02 FOR:**

A. Project: Fayette County Health Department

B. A2H Project Number: 23406  
90 Yum Yum Road  
Somerville, Tennessee 38068

**1.03 DATE:** \_\_\_\_\_ (BIDDER TO ENTER DATE)

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

Bidder's Full Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**1.05 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by A2H, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Costs as follows:

1. Base Bid:

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_), in lawful money of the United States of America.

D. All applicable federal taxes are included and State of Tennessee taxes are included in the Bid Sum.

E. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

**1.06 ACCEPTANCE**

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.

2. Furnish the required bonds within six days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

### 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in \_\_\_\_\_ calendar days from Notice to Proceed.  
(Bidder to enter number of days.)

### 1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  1. 10% overhead and profit on the net cost of our own Work;
  2. 5% on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% of the overhead and profit percentage noted above.

### 1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

### 1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  1. Section 00 4100.01 - Bid Envelope Cover
  2. Five percent (5%) Bid Bond and Insurance Certificate
  3. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
  4. Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Sum segmented into portions as requested.
  5. Section 00 4500 - Acknowledgement Regarding Bidder SAM Registration
  6. Section 00 4536 - Certification Regarding Equal Employment Opportunity
  7. Section 00 4537 - Certification by Proposed Subcontractor Regarding Equal Employment Opportunity
  8. Section 00 4538 - Drug-Free Workplace Affidavit
  9. Section 00 4539 - Statement of Compliance Certificate Illegal Immigrants
  10. Section 00 4540 - Byrd Anti-Lobbying Amendment Certification
  11. Section 00 4541 - Certification Regarding Debarment, Suspension and Other Responsibility Matters
  12. Section 00 4542 - Iran Divestment Act
  13. Section 00 4543 - Affidavit Regarding Non-Boycott of Israel
  14. Section 00 4544 - Certification of Bidder Regarding Use of Women-Minority Subcontractors
  15. Section 00 4545 - Non-Collusion Affidavit
  16. Section 00 4599 - Certificate of Nondiscrimination
  17. Section 00 4600 - Title VI - Nondiscrimination in Federally Assisted Programs

**1.11 BID FORM SIGNATURE(S)**

A. The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer, Title)  
(Seal)

\_\_\_\_\_  
(Authorized signing officer, Title)

**1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION 00 4100**

All Bids must be received and time stamped at the **Fayette County, TN, 13095 N. Main Street, P.O. Box 218, Somerville, TN 38068**, prior to stated opening date and time. Bids received after the specific date and time are considered late and will not be opened. Bids must be received in a sealed envelope. Time and date of Bid Opening must be clearly marked on face of sealed envelope as well as appropriate Contractor's License information.

**BIDDER IDENTIFICATION:**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Bid Date: \_\_\_\_\_

**TO:**  
**Fayette County, TN**  
**13095 N. Main Street, P.O. Box 218**  
**Somerville, TN 38068**

**TENNESSEE CONTRACTOR LICENSE INFORMATION:**

License Number: \_\_\_\_\_  
 License Expiration Date: \_\_\_\_\_  
 License Classification Applicable to Project: \_\_\_\_\_

**SUBCONTRACTORS TO BE USED ON THIS PROJECT: (or Bidder, if Bidder is to perform the work)**

*All Bidders must comply with the applicable provisions of the Contractors Licensing Act of 1994, found in "Tennessee Code Annotated," Section 62-6-119, as amended. In accordance with this act, the name, license number, expiration date, and the classification for the Electrical, Plumbing, and HVAC contractors must also be included on the outside of the envelope unless the value of that portion of the work is less than \$25,000. Public Chapter 768 requires that the name, license number, expiration date and classification of the Masonry contractor be included when the cost of the masonry portion (including materials and labor) is \$100,000 or greater.*

<b>Plumbing</b>	<b>Name</b>	<b>License Number</b>	<b>Expiration Date</b>	<b>Classification</b>
<b>HVAC</b>	<b>Name</b>	<b>License Number</b>	<b>Expiration Date</b>	<b>Classification</b>
<b>Electrical</b>	<b>Name</b>	<b>License Number</b>	<b>Expiration Date</b>	<b>Classification</b>
<b>Masonry</b>	<b>Name</b>	<b>License Number</b>	<b>Expiration Date</b>	<b>Classification</b>
<b>Roofing</b>	<b>Name</b>	<b>License Number</b>	<b>Expiration Date</b>	<b>Classification</b>

This Bid Envelope is approved for public opening. \_\_\_\_\_  
 Signature of Designer or their representative

**SECTION 00 4301.01  
BONDING AND INSURANCE**

**PART 1 GENERAL**

**1.01 REQUIREMENTS**

- A. This Attachment sets forth bonding and insurance requirements. No other bonding and insurance requirements shall be imposed other than those normally required by the Owner.

**1.02 BID BOND**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**1.03 PERFORMANCE BOND**

- A. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Architect/Engineer’s obligations under such contract.

**1.04 PAYMENT BOND**

- A. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**1.05 SURETY COMPANIES**

- A. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

**1.06 ADDITIONAL INSURED**

- A. A2H, Inc. shall be named as an additional insured on all insurance certificates supplied by the contractor for this project.

**1.07 POLICY CANCELLATION**

- A. A2H, Inc. shall be notified in writing 30 days prior to the cancellation of any of the policies listed in the Contractor’s Certificate.

**1.08 FORM**

- A. AIA Document A311 is acceptable for use as Performance and Payment Bonds.

**END OF SECTION 00 4301.01 00 4301.01**

**SECTION 00 4336  
PROPOSED SUBCONTRACTORS FORM**

**PARTICULARS**

**1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:**

**1.02 (BIDDER)** \_\_\_\_\_

**1.03 TO (OWNER ):** \_\_\_\_\_

**1.04 DATED** \_\_\_\_\_ **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

**1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:**

**LIST OF SUBCONTRACTORS**

**2.01 DIVISION 02 - EXISTING CONDITIONS**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.02 DIVISION 03 - CONCRETE**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.03 DIVISION 04 - MASONRY**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.04 DIVISION 05 - METALS**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.05 DIVISION 06 - WOOD, PLASTIC, AND COMPOSITES**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.06 DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.07 DIVISION 08 - OPENINGS**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.08 DIVISION 09 - FINISHES**

A. Contractor: \_\_\_\_\_



B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.09 DIVISION 10 - SPECIALTIES**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.10 DIVISION 11 - EQUIPMENT**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.11 DIVISION 12 - FURNISHINGS**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.12 DIVISION 13 - SPECIAL CONSTRUCTION**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.13 DIVISION 14 - CONVEYING EQUIPMENT**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.14 DIVISION 21 - FIRE SUPPRESSION**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.15 DIVISION 22 - PLUMBING**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.16 DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.17 DIVISION 26 - ELECTRICAL**

A. Contractor: \_\_\_\_\_

B. Contractor: \_\_\_\_\_

C. Contractor: \_\_\_\_\_

**2.18 DIVISION 27 - COMMUNICATIONS**

- A. Contractor: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. Contractor: \_\_\_\_\_

**2.19 DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

- A. Contractor: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. Contractor: \_\_\_\_\_

**2.20 DIVISION 31 - EARTHWORK**

- A. Contractor: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. Contractor: \_\_\_\_\_

**2.21 DIVISION 32 - EXTERIOR IMPROVEMENTS**

- A. Contractor: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. Contractor: \_\_\_\_\_

**2.22 DIVISION 33 - UTILITIES**

- A. Contractor: \_\_\_\_\_
- B. Contractor: \_\_\_\_\_
- C. Contractor: \_\_\_\_\_

**END OF SECTION 00 4336**

**SECTION 00 4373  
PROPOSED SCHEDULE OF VALUES FORM**

**PARTICULARS**

**1.01 THE FOLLOWING IS A COST BREAKDOWN REFERENCED IN THE BID SUBMITTED BY:**

**1.02 (BIDDER)** \_\_\_\_\_

**1.03 TO (OWNER ):** \_\_\_\_\_

**1.04 DATED** \_\_\_\_\_ **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

**ITEM DESCRIPTIONS**

**2.01 ITEM #1: DIVISION 01 - GENERAL REQUIREMENTS**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.02 ITEM #2: DIVISION 02 - EXISTING CONDITIONS**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.03 ITEM #3: DIVISION 03 - CONCRETE**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.04 ITEM #4: DIVISION 04 - MASONRY**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.05 ITEM #5: DIVISION 05 - METALS**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.06 ITEM #6: DIVISION 06 - WOOD, PLASTIC, AND COMPOSITES**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.07 ITEM #7: DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_
- C. Value: \$ \_\_\_\_\_

**2.08 ITEM #8: DIVISION 08 - OPENINGS**

- A. Description:
- B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.09 ITEM #9: DIVISION 09 - FINISHES**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.10 ITEM #10: DIVISION 10 - SPECIALTIES**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.11 ITEM #11: DIVISION 11 - EQUIPMENT**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.12 ITEM #12: DIVISION 12 - FURNISHINGS**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.13 ITEM #13: DIVISION 13 - SPECIAL CONSTRUCTION**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.14 ITEM #14: DIVISION 14 - CONVEYING EQUIPMENT**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.15 ITEM #15: DIVISION 21 - FIRE SUPPRESSION**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.16 ITEM #16: DIVISION 22 - PLUMBING**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.17 ITEM #17: DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.18 ITEM #18: DIVISION 26 - ELECTRICAL**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.19 ITEM #19: DIVISION 27 - COMMUNICATIONS**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.20 ITEM #20: DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.21 ITEM #21: DIVISION 31 - EARTHWORK**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.22 ITEM #22: DIVISION 32 - EXTERIOR IMPROVEMENTS**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**2.23 ITEM #23: DIVISION 33 - UTILITIES**

A. Description:

B. Overhead Included/Excluded: \$ \_\_\_\_\_

C. Value: \$ \_\_\_\_\_

**END OF SECTION 00 4373**

# ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Contractors procured directly by grantees, sub-grantees, and/or sub-recipients of Coronavirus State and Local Fiscal Recovery Fund (SLFRF) and American Rescue Plan Act (ARPA) funds, are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder certifies that it has an active registration in SAM that is not set to expire within the next 90 days.
2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

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

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

Address \_\_\_\_\_

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

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

Active Exclusions:  Yes  No

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**Certification by Bidder**

Bidder/Firm: \_\_\_\_\_

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

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

- 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  Yes  No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  Yes  No
- 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes  No  None Req.
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  Yes  No

Bidder Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

## **SUBCONTRACTOR'S CERTIFICATION**

Subcontractor Name: \_\_\_\_\_

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

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  Yes  No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes  No  None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  Yes  No

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

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

Signature: \_\_\_\_\_

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



**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that \_\_\_\_\_  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- *All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of T.C.A. § 12-3-309.*

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

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

Signature: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## STATE OF TENNESSEE

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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



**STATE OF TENNESSEE**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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

I am unable to certify to the above statements. Explanation is attached.



**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

---

**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

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

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

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

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



**STATE OF TENNESSEE**  
**CERTIFICATION OF BIDDER REGARDING**  
**USE OF WOMEN/MINORITY SUBCONTRACTORS**  
***\*Construction Projects Only\****

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize women/minority owned firms.

Documentation must be on file to show who has been contacted.

- I certify that every attempt was made to utilize female/minority contractors on this project.
- I am unable to certify to the above statements. Explanation is attached.

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



**SECTION 00 4519  
NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Contractor"), being duly sworn do hereby certify, affirm and attest to: \_\_\_\_\_, (hereinafter called "the Owner"), that, in connection with the submission of the Contractor's Bid dated \_\_\_\_\_, 20\_\_\_\_, (hereinafter called "the Bid"):

1. The prices in the Bid have been arrived at independently by the Contractor, without consultation, communication, or agreement, with any other Bidder or with any competitor of the Contractor for the purpose of restricting competition as to any matter relating to such prices;
2. Unless required by law, the prices in the Bid have not been knowingly disclosed by the Contractor to any other Bidder or to any competitor of the Contractor, and will not knowingly be disclosed by the Contractor prior to opening by the Owner.
3. No attempt has been made, or will be made, by the Contractor to induce any other person or firm to submit or to refrain from submitting a Bid for the purpose of restricting competition;
4. I am the person in the Contractor's organization responsible for the decision as to the prices in the Bid, and I have not participated, and will not participate, in any action contrary to the provisions of Paragraphs 1 through 3 above; and
5. The Contractor understands, and I as the responsible person in the Contractor's organization understand, that the Owner, in making its decision to award a construction contract, will rely on the prices and other matters set forth in the Bid and this Affidavit is given as further inducement to the Owner to consider the Bid.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me to be the duly authorized act and deed of the said \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

END OF SECTION 00 4519

**SECTION 00 4599  
CERTIFICATE OF NONDISCRIMINATION**

By submission of this bid, the contractor: \_\_\_\_\_  
certifies that he does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and further, that he does not and will not permit his employees to perform their services at any location under his contract where segregated facilities are maintained. He further agrees that he will obtain identical certifications from proposed sub-contractors prior to the award of subcontractors and that he will forward a notice of this requirement to such proposed sub-contractors.

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed or typed Name and Title of Individual Signing for the Contractor

**SECTION 00 4600**  
**TITLE VI – NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

**CIVIL RIGHTS ACT OF 1964**  
**42 USC 2000(d)-2000(d)(1)**

**General**

This title declares it to be the policy of the United States that discrimination on the ground of race, color, or national origin shall not occur in connection with programs and activities receiving Federal financial assistance and authorizes and directs the appropriate Federal departments and agencies to take action to carry out this policy. This title is not intended to apply to foreign assistance programs.

**Section 601**

This section states the general principle that no person in the United States shall be excluded from participation in or otherwise discriminated against on the ground of race, color, or national origin under any program or activity receiving Federal financial assistance.

**Section 602**

Directs each Federal agency administering a program of Federal financial assistance by way of grant, contract, or loan to take action pursuant to rule, regulation, or order of general applicability to effectuate the principle of Section 601 in a manner consistent with the achievement of the objectives of the statute authorizing the assistance. In seeking the effect compliance with its requirements imposed under this section, an agency is authorized to terminate or to refuse to grant or to continue assistance under a program to any recipient as to whom there has been an express finding pursuant to a hearing of a failure to comply with the requirements under that program, and it may also employ any other means authorized by law. However, each agency is directed first to seek compliance with its requirements by voluntary means.

**Section 603**

Provides that any agency action taken pursuant to Section 602 shall be subject to such judicial review as would be available for similar actions by that agency on other grounds. Where the agency action consists of terminating or refusing to grant or to continue financial assistance because of a finding of a failure of the recipient to comply with the agency's requirements imposed under Section 602, and the agency action would not otherwise be subject to judicial review under existing law, judicial review shall nevertheless be available to any person aggrieved as provided in Section 10 of the Administrative Procedure Act (5 USC 1009). The section also states explicitly that in the latter situation such agency action shall not be deemed committed to unreviewable agency discretion within the meaning of Section 10. The purpose of this provision is to obviate the possible argument that although Section 603 provides for review in accordance with Section 10, Section 10 itself has an exception for action "committed to agency discretion," which might otherwise be carried over into Section 603. It is not the purpose of this provision of Section 603, however, otherwise to alter the scope of judicial review as presently provided in Section 10(e) of the Administrative Procedure Act.

**AGREEMENT (Contract)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein called "Owner", acting herein through its \_\_\_\_\_, and \_\_\_\_\_ (a corporation) (a partnership) (an individual doing business as \_\_\_\_\_)

STRIKE OUT INAPPLICABLE TERMS

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

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

hereinafter called the project, for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at this (it's or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, 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 \_\_\_\_\_, herein entitled the Architect/Engineer.

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

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract.

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

(Seal)  
ATTEST:

\_\_\_\_\_  
(Secretary) (Owner)  
\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

(Seal)  
\_\_\_\_\_  
(Secretary) (Owner)  
\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Address and Zip Code)

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

ATTACHMENT  
AMERICAN RESCUE PLAN ACT (ARPA)  
CONTRACT TERMS AND CONDITIONS

1. Compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS- related conditions).
2. Compliance with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C 3601 et. seq), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Compliance with Section 504 for the Rehabilitation Act of 1973, as amended (29 U.S.C 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. Compliance with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Compliance with Title II of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
6. Compliance with Equal Opportunity in accordance with 41 CFR Chapter 60. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - C. The contractor will not discharge or in any other manner discriminate against

- any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.
8. Certifications that the Contractor/Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
9. Contractors must maintain an active registration in the System for Award Management (SAM).
10. Compliance with 31 CFR Part 21 in regards to new restrictions on lobbying and assurance that no funding associated with this award will be used for lobbying. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352- Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
11. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended is applicable to contracts and subcontracts amounts in excess of \$150,000. Contractors agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
13. Provision has been made for compliance with Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
14. The Contractor will immediately inform the City if additional easements or right-of-way will be required. Any easements or right-of-way to be obtained for the project activities must be acquired with adherence to Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
15. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) is applicable on contracts awarded in excess of \$100,000 that involve mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor is required



to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

16. Audits and Inspection/Access to Records/Record Retention: The Contractor shall make records with respect to the project available to the Owner, U.S Department of Treasury, and authorized representatives for examination. The Contractor shall retain all documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract.
17. There is domestic preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: 1. Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
18. When practicable, the Contractor should make effort to procure recovered or recycled materials for items that exceed \$10,000 such as those included in [40 CFR Part 247](#).
19. Any and all applicable permits will be obtained prior to any construction activity.
20. Any publications produced with funds from this award must display the following language:
  - A. “This project [is being] [was] supported, in whole or in part, by federal funds awarded to Tipton County, TN by the U.S. Department of the Treasury.”
21. Tipton County, TN proposed uses of the funds provided as payment under ARPA will be used only to cover those costs that:
  - A. Are necessary investments in the County’s infrastructure.
22. Tipton County, TN understands that any funds provided pursuant to this certification cannot be used for depositing funds into any pension fund.
23. Protections for Whistleblowers are in place in accordance with 41 U.S.C 4712.
24. Pursuant to Executive Order 13043, 62 FR 19217 (Apr.18,1997), Tipton County, TN

encourages contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented, or personally owned vehicles.

25. Pursuant to Executive Order 13513,74 FR 51225 (Oct. 6, 2009), Tipton County, TN encourages all employees, subrecipients, and contractors to adopt policies that ban text messaging while driving and discourage distracted driving.

26. Termination of Contract for Cause. If, through any cause, the contracted party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Owner for damages sustained or the Subgrantee by virtue of any breach of the Contract by the contracted party. The Owner may withhold any payments to the contracted party for the exact amount of damages due the Owner from the Contractor.

27. Termination for Contract for Convenience. The Owner may terminate this Contract any time by a notice in writing to the Contractor. If the Agreement is terminated by the Owner pursuant to the terms hereof, the contracted party will be paid an amount, which bears the same ratio to the total compensation as the services actually performed. Bear to the total services of the contracted party covered by this Contract, less payments of compensation previously made upon the effective date of such termination. The contracted party may be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the contracted party during the contract period, which are directly attributable to the incomplete portion of the services covered by this Contract.

## **GENERAL CONDITIONS**

### CONTRACT AND CONTRACT DOCUMENTS

The project to be constructed and pursuant to this contract will be financed with assistance from Coronavirus State and Local Fiscal Recovery Fund (SLFRF) and American Rescue Plan Act (ARPA) and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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## GENERAL CONDITIONS

### ARTICLE 1--DEFINITIONS

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Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

*Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

*Agreement* – The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

*Application for Payment* – The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

*Bid* – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

*Bonds* – Bid, performance and payment bonds and other instruments of security.

*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 Time, issued on or after the Effective Date of the Agreement.

*Contract Documents* – The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

*Contract Price* – The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

*Contract Time* – The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

*CONTRACTOR* – The person, firm or corporation with whom OWNER has entered into the Agreement.

*Defective* – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or 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 14.8 or 14.10).

*Drawings* – The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

*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.

*ENGINEER* – The person, firm or corporation named as such in the Agreement.

*Field Order* – A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

*General Requirements* – Sections of Division 1 of the Specifications.

*Laws and Regulations; Laws or Regulations* – Laws, rules, regulations, ordinances, codes and/or orders.

*Notice of Award* – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

*Notice to Proceed* – A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

*OWNER* – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

*Partial Utilization* – Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

*Project* – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

*Resident Project Representative* – The authorized representative of ENGINEER who is assigned to the site or any part thereof.

*Shop Drawings* – All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

*Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

*Subcontractor* – An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

*Substantial Completion* – The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents so that the Work (or specified part) can be utilized for the purpose for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

*Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.

*Supplier* – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

*Underground Facilities* – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

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

*Work* – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

*Work Directive Change* – A written directive 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 physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change 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 Time as provided in paragraph 10.2.

*Written Amendment* – A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

## ARTICLE 2 – PRELIMINARY MATTERS

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### **Delivery of Bonds:**

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER

such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### **Copies of Documents:**

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **Commencement of Contract Time; Notice to Proceed:**

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, of, 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 thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### **Starting the Project:**

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **Before Starting Construction:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which



CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

**Preconstruction Conference:**

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

**Finalizing Schedules:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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**Intent:**

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. 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 Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such word shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest 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. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or

ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

**Amending and Supplementing Contract Documents:**

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. a formal Written Amendment,

3.4.2. a Change Order (pursuant to paragraph 10.4), or

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5),

3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

**Reuse of Documents:**

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall 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; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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### **Availability of Lands:**

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **Physical Conditions:**

4.2.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. *Existing Structures:* Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that

because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

### **Physical Conditions – Underground Facilities:**

4.3.1. *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 or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

### **Reference Points:**

4.4. 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 (unless otherwise specified in the General Requirements),

shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point 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 by professionally qualified personnel.

## ARTICLE 5—BONDS AND INSURANCE

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### **Performance and Other Bonds:**

5.1. 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 CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a 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 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

### **Contractor's Liability Insurance:**

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for those acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are subordinated (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;

5.3.5. 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;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

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

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

### **Contractual Liability Insurance:**

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

### **Owner's Liability Insurance:**

5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

### **Property Insurance:**

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other

professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor 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.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. 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.

**Waiver of Rights:**

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required in paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and

if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

**Receipt and Application of Proceeds:**

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. 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 or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection is made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

**Acceptance of Insurance:**

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

**Partial Utilization – Property Insurance:**

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the 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 cancelled or lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

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### ***Supervision and Superintendence:***

6.1. CONTRACTOR shall supervise 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, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR’s representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### ***Labor, Materials and Equipment:***

6.3. 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. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER’s written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective as assign to ENGINEER, or any of ENGINEER’s consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

### ***Adjusting Progress Schedule:***

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

### ***Substitutes or “Or-Equal” Items:***

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitution will not prejudice CONTRACTOR’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use 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 work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR’s expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER’s prior written acceptance which will be evidenced by either a Change Order or an approved Shop

Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

**Concerning Subcontractors, Suppliers and Others:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER'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 person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective Work*.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER any such Subcontractor, Supplier or other person or organization, not shall it 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 person or organization except as may otherwise be required by Laws and Regulations.

6.10. 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.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

**Patent Fees and Royalties:**

6.12. 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. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of 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 inventions, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**Permits:**

6.13. 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, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

**Laws and Regulations:**

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and 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.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

**Taxes:**

6.15. 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.

**Use of Premises:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of

workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises 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 thereto or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. 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.

**Record Documents:**

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all 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.

**Safety and Protection:**

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

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby:

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

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them 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 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. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish 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 either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and 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 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

#### **Emergencies:**

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, 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. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

#### **Shop Drawings and Samples:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required 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. 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.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written



approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**Continuing the Work:**

6.29. 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 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**Indemnification:**

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) 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 and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 – OTHER WORK

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**Related Work at Site:**

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

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

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

**Coordination:**

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

## ARTICLE 8 – OWNER’S RESPONSIBILITIES

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8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER’s identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER’s responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraph 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER’s responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER’s right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER’s right to terminate services of CONTRACTOR under certain circumstances.

## ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

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### **Owner’s Representative:**

9.1. ENGINEER will be OWNER’s representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER’s representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

### **Visits to Site:**

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 to the Contract Documents. On the basis of such visits and on-site observations as an experienced and

qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

### **Project Representative:**

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER’s agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

### **Clarifications and Interpretations:**

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

### **Authorized Variations in Work:**

9.5. 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 Time and are consistent with the overall intent of 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 CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

### **Rejecting Defective Work:**

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

### **Shop Drawings, Change Orders and Payments:**

9.7. In connection with ENGINEER’s responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER’s responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER’s responsibilities in respect of Applications for Payment, etc., see Article 14.

### **Determination for Unit Price:**

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR 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 decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

#### **Decisions on Disputes:**

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, 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. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **Limitations on ENGINEER's Responsibilities:**

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Wherever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### ARTICLE 10 – CHANGES IN THE WORK

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10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. 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).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4. and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

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 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## ARTICLE 11 – CHANGE OF CONTRACT PRICE

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11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

### **Cost of the Work:**

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR on the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. 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' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include

superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. 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 all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a 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 shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. 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.

11.4.5. Supplemental costs including the following:

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

11.4.5.2. 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.

11.4.5.3. 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, installation, dismantling and removal thereof, all in accordance with 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.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. 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.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they 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. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4-all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by sub-paragraph 11.4.5.9 above).

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

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

**Contractor's Fee:**

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon.

(This space was left blank intentionally).

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

**Cash Allowances:**

11.8. 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 done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

11.8.1. The 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

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

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.

**Unit Price Work:**

11.9.1. 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 established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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 in accordance with Paragraph 9.10.

11.9.2. 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.

11.9.3. Where 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 there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

## ARTICLE 12 – CHANGE OF CONTRACT TIME

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12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

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

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### **Warranty and Guarantee:**

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. Prompt notice of all defects shall be given to CONTRACTOR. All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

### **Access to Work:**

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

### **Tests and Inspections:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved. CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering 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.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by other shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

#### **Uncovering Work:**

13.8. 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.

13.9. 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. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

#### **Owner May Stop the Work:**

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or 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 or any other party.

#### **Correction or Removal of Defective Work:**

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **One Year Correction Period:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineer, architects, attorneys and other professionals) will be paid by CONTRACTOR. 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 or by Written Amendments.

#### **Acceptance of Defective Work:**

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so, CONTRACTOR shall bear all direct, indirect and consequential 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 to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

#### **OWNER May Correct Defective Work:**

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, 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 and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may include 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 for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, 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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work, CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

#### ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

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##### **Schedule of Values:**

14.1. The schedule of values established as provided in paragraph 2.9 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.

##### **Application for Progress Payment:**

14.2. At least twenty days before each progress payment is scheduled (but not 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, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

##### **CONTRACTOR's Warranty of Title:**

14.3. 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.

##### **Review of Applications for Progress Payment:**

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14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to



check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order;

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

**Substantial Completion:**

14.8. 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. Within a reasonable time thereafter, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and 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 fourteen 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 fourteen 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. 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, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER 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.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Partial Utilization:**

14.10. Use by OWNER of any finished 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 useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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. 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 paragraphs 14.8 and 14.9 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.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that

such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

**Final Inspection:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will 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 sure measures as are necessary to remedy such deficiencies.

**Final Application for Payment:**

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment.

**Final Payment and Acceptance:**

14.13. 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 – all 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 to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work

is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application 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. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. 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 and recommendation of ENGINEER, and without terminating the Agreement, 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 5.1, 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.

**Contractor's Continuing Obligation:**

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

**Waiver of Claims:**

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

14.16.1. 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 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

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**Owner May Suspend Work:**

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety 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 allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

**Owner May Terminate:**

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails 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 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, 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), 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 finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. 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.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

**Contractor May Stop Work or Terminate:**

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid. CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

**ARTICLE 16 – ARBITRATION**

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16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to

arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§ 10,11).

## ARTICLE 17 – MISCELLANEOUS

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### **Giving Notice:**

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **Computation of Time:**

17.2.1. 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.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

### **General:**

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and

ENGINEER thereunder, 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, and 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. All representatives, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

## SECTION 01 1000 SUMMARY

### PART 1 GENERAL

#### 1.01 PROJECT

- A. Project Name: Fayette County Health Department
- B. Owner's Name: Fayette County, TN.
- C. Architect/Engineer's Name: A2H, Inc.

#### 1.02 SCOPE

- A. The Work of this Project primarily consists of the renovation to the existing Health Department building including Architectural, HVAC, Plumbing, Fire Protection and Electrical.
- B. Work Included: The furnishings of all labor, supervision, materials, services, equipment and appliances required in conjunction with or properly incidental to ALL WORK for the construction in conformance with the drawings and project manual prepared by A2H, Inc.
- C. Hazardous Substances: Discovery of a suspected dangerous or hazardous substance during construction stops construction operations and may seriously delay a project. Contractors often encounter asbestos, lead, polychlorinated biphenyls (PCBs), and similar hazardous materials on their construction projects. Because the use of those materials was common until recently, they are often found on renovation projects involving older buildings. AIA Document A201 outlines procedures contractors must follow when suspected dangerous or hazardous substances are uncovered during construction. If the suspect material proves to be a dangerous or hazardous substance, a contractor is not permitted to resume construction operations until the material has been rendered harmless or has been lawfully removed from the site.
- D. Notice: In no event is a product to be used in this project known to contain any hazardous or toxic waste or material, radioactive materials, or other contaminants, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state, or federal agency, authority or governmental unit. If any product is inadvertently specified which contains such materials, it is the contractor's, subcontractor's and supplier's obligation and duty to advise the Architect/Engineer of this fact prior to the ordering and/or installing of the product or material.
- E. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- F. HVAC: Alter existing system and add new construction, keeping existing in operation.
- G. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- H. Fire Suppression Sprinklers: Alter existing system and add new construction, keeping existing in operation.
- I. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- J. Telephone: Alter existing system and add new construction, keeping existing in operation.
- K. Security System: Alter existing system and add new construction, keeping existing in operation.

#### 1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Owner intends to occupy a certain portion of the Project prior to the completion date for the conduct of normal operations.

- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- E. Schedule the Work to accommodate Owner occupancy.

#### **1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
- D. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

#### **1.05 ACCIDENT PREVENTION**

- A. Contractor shall comply with safety and engineering practices set forth in "Manual of Accident Prevention in Construction", published by Associated General Contractors of America and with all applicable state and local safety and sanitary laws, regulations and ordinances, as well as established safety rules and practices of Owner. Contractor shall, at his own expense, properly protect Owner's property from injury and shall make good any damage to same caused by failure to exercise required care during this work.
- B. Contractor shall provide properly maintained warning signs, lights, barricades, railing and other safeguards for protection of workmen and others on or about or adjacent to the work.
- C. Contractor shall provide his employees with approved eye protection, protective head gear, etc., while performing work required for this project.

#### **1.06 FIRE-PREVENTION AND PROTECTION**

- A. Contractor shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any work, equipment and building.
- B. No welding, flame cutting or other operations involving use of flame, arcs or sparking devices shall be allowed without adequate protection and shielding. All combustible or flammable material shall be removed from immediate working area and shall be adequately protected with asbestos fire blankets or suitable noncombustible shields. Further, Contractor shall provide necessary personnel and fire fighting equipment to effectively control incipient fire resulting from welding, flame cutting or other operation required for demolition work.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 1000**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2100 - Allowances: Payment procedures relating to allowances.

**1.03 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect/Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.



- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 01 3000.
  - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
  - 3. Current construction photographs specified in Section 01 3000.
  - 4. Partial release of liens from major subcontractors and vendors.
  - 5. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
  - 6. Affidavits attesting to off-site stored products.
- J. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### **1.05 MODIFICATION PROCEDURES**

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect/Engineer will issue instructions directly to Contractor.
- C. For other required changes, Architect/Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect/Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within five days.
- E. Contractor may propose a change by submitting a request for change to Architect/Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Architect/Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect/Engineer.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  - 4. For change ordered by Architect/Engineer without a quotation from Contractor, the amount will be determined by Architect/Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.

1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.
  2. Completion of items specified for completion beyond time of substantial completion (regardless of whether payment application was previously made).
  3. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
  4. Transmittal of required project construction records to Owner.
  5. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
  6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
  7. Change over of door locks and other Contractor's access provisions to Owner's property.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 2000**

**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.
- B. Contingency allowance.
- C. Inspecting and testing allowances.
- D. Payment and modification procedures relating to allowances.
- E. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.
- B. Section 01 5813 - Temporary Project Signage: Graphic Image.

**1.03 CASH ALLOWANCES**

- A. Provide in the Bid and the proposed Contract Sum the amount stated for the purchase of the materials or products herein specified.
- B. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts, less cost of delivery to site , less applicable taxes .
- C. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- D. Architect/Engineer Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products, suppliers , and installers.
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.
- E. Contractor Responsibilities:
  - 1. Assist Architect/Engineer in selection of products, suppliers , and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Determine if the anticipated delivery dates of the selected materials or products will have any adverse effect on the construction schedule and so advise the Architect/Engineer.
  - 5. Arrange for and process shop drawings, product data, and samples. Comply with the pertinent provisions of Section 01 3000.
  - 6. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
  - 7. Arrange for delivery and installation. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
  - 8. Contractor Records:
    - a. Maintain accurate records in order to establish and confirm the amounts disbursed for the purchase of the specified materials or products.

- b. Keep all invoices, receipts or delivery slips of transactions relative to the purchase of the specified materials or products and submit with the pertinent Application for Payment.
  - c. Payment of sums against the allowances will be made only if substantiated by appropriate records.
- F. Differences in costs will be adjusted by Change Order:
- 1. If the amount spent to purchase the specified materials or products exceeds the specified allowance, the Contractor will be compensated for the extra cost plus a reasonable amount for overhead and profit.
  - 2. If the amount spent to purchase the specified materials or products is less than the specified allowance, the difference will be credited to the Owner on the Contractor's final Application for Payment.
- G. Unused Materials:
- 1. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
    - a. When requested by the Architect/Engineer, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Architect/Engineer, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

#### **1.04 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

#### **1.05 INSPECTING AND TESTING ALLOWANCES**

- A. Costs Included in Inspecting and Testing Allowances: Cost of engaging an inspecting or testing agency; execution of inspecting and tests; and reporting results.
- B. Costs Not Included in the Inspecting and Testing Allowances:
  - 1. Costs of incidental labor and facilities required to assist inspecting or testing agency.
  - 2. Costs of testing services used by Contractor separate from Contract Document requirements.
  - 3. Costs of retesting upon failure of previous tests as determined by Architect/Engineer.
- C. Payment Procedures:
  - 1. Submit one copy of the inspecting or testing firm's invoice with next application for payment.
  - 2. Pay invoice on approval by Architect/Engineer.
- D. Differences in cost will be adjusted by Change Order.

#### **1.06 ALLOWANCES SCHEDULE**

- A. Cash Allowance: Section 01 5813 - Temporary Project Signage- Include the stipulated sum of \$1,000.00 for purchase and delivery of Graphic Image.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 2100**

**SECTION 01 2500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2100 - Allowances, for cash allowances affecting this section.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.
- D. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Restrictions on emissions of indoor substitute products.

**1.03 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
  - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.

1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

- A. Section 00 2113 - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
  1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

### **3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submittal Form (after award of contract):
  1. Submit substitution requests by completing the form attached to this Section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect/Engineer will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.
  - a. Owner's compensation to the Architect/Engineer for any required redesign, time spent processing and evaluating the request.
  - b. Other construction by Owner.
  - c. Other unanticipated project considerations.
- E. Substitutions will not be considered under one or more of the following circumstances:
  1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  2. Without a separate written request.
  3. When acceptance will require revisions to Contract Documents.

### **3.04 RESOLUTION**

- A. Architect/Engineer may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.
  1. Architect/Engineer's decision following review of proposed substitution will be noted on the submitted form.

### **3.05 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **3.06 CLOSEOUT ACTIVITIES**

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION 01 2500**

**SECTION 01 2500  
SUBSTITUTION REQUEST FORM**

---

Project: _____	Substitution Request Number: _____
_____	From: _____
To: _____	Date: _____
_____	A/E Project Number: _____
Re: _____	Contract For: _____
_____	_____

---

Specification Title: _____	Description: _____
Section: _____	Page: _____ Article/Paragraph: _____

---

Proposed Substitution: _____		
Manufacturer: _____	Address: _____	Phone: _____
Trade Number: _____	Model No.: _____	

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

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	<u>Yes</u> <u>No</u>
The substitution will create an additional cost to the owner?	
The substitution will create a savings to the owner?	
The substitution is being used for cost saving purposes?	
The substitution is being used for the purpose of making installation less difficult?	
Please list additional reasons and/or a reason not shown above why this substitution is being requested.	_____

---

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing and construction costs caused by the substitution.

---

Submitted by: _____
Signed by: _____
Address: _____
_____
Telephone: _____
_____



---

A/E's REVIEW AND ACTION

Substitution Approved - Make submittals in accordance with Specification Section 01 3000.

Substitution Approved as Noted - Make submittals in accordance with Specification Section 01 3000.

Substitution Rejected - Use specified materials.

Substitution Request Received Too Late - Use specified Materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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Supporting Data      Drawings      Product Data      Samples      Tests      Reports      \_\_\_\_\_  
Attached:

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**END OF SECTION 01 2500**

**SECTION 01 2664  
WEATHER DAYS**

**PART 1 GENERAL**

**1.01 REQUIREMENTS**

A. Wet Conditions: The required time of completion is given in calendar days in the Bid Form (which becomes part of the Contract). It is expressly understood and agreed, by and between the Contractor and Owner, that the time for completion of the work described in the bid form is a reasonable time for completion of the same, taking into consideration the average climatic range and usual lost time due to normal seasonal weather in this locality.

1. Time for completion in the Bid Form includes the average number of days that are lost due to wet conditions. The table below shows the average number of days lost in each month due to wet conditions on outdoor or exposed interior work of projects. These days are derived from historical data provided by the National Climatic Data Center regarding rainfall for Memphis, TN and Nashville, TN. They represent a number less than the actual number of days of measurable rainfall that can be expected to occur during a twenty-four (24) hour period for the months indicated.

<u>MONTH</u>	<u>AVERAGE DAYS LOST TO NORMAL WET CONDITIONS</u>
January	8
February	8
March	8
April	9
May	7
June	4
July	6
August	5
September	7
October	6
November	6
December	7

2. Based on rainfall data provided by the National Climatic Data Center for Memphis and Nashville. The total contract time includes these days that are expected to be lost each month.
  - a. Definition of Rain Day: Precipitation (rain, snow, or ice) in excess of one-tenth of an inch (0.10") liquid measure in a 24 hour period.

B. Ice, Standing Snow and Frozen Ground:

1. In addition to work being delayed due to wet conditions (See 1.01 A. above), it is recognized that the work may also be delayed due to certain conditions relating to ice, snow and frozen ground; and loss of working time may also be claimed for such last mentioned conditions in accordance with the provisions of this paragraph. The average number of days lost per month in this locality due to ice, standing snow and frozen ground conditions shall be considered zero, however, lost days due to ice, standing snow and frozen ground conditions may be claimed if it is caused by one or more of the following conditions which prevent outside construction activity or access to the site within a 24-hour period:
  - a. Ice which does not melt on a substantial portion of the project by 10 A.M.
  - b. Temperatures which do not rise above 32 degrees F by 10 A.M.
  - c. Standing snow in excess of one inch (1.00").
  - d. Precipitation (rain, snow, or ice) in excess of one-tenth of an inch (0.10") liquid measure in a 24 hour period.

C. Further Provisions Regarding Time for Completion:

1. A weather delay day may be counted, if appropriate, for dry-out days when the following conditions are met:
  - a. If there is a hindrance to site access; work on the envelope of the building such as masonry or roofing; site work such as excavation, backfill, or footings; and site improvements such as paving.
  - b. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the Standard Baseline that total one inch (1.00") or more, liquid measure.
2. A weather delay day may be counted only if worse than average weather prevents work on the project for 50 percent or more of the Contractor's scheduled work day.
3. The Contractor must submit Daily Jobsite Work Log showing which and to what extent construction activities have been affected by weather, on a monthly basis.
4. The Contractor must submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the Owner at the beginning of the project.
5. The Contractor must maintain a rain gauge, thermometer and clock at the job site. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
6. The Contractor must organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit monthly to the Owner.
7. If an extension of the contract time is appropriate, it shall be effected in accordance with the provisions of the General Conditions of this contract.
8. No extra cost will be incurred by the Owner for any extra time increase to the contract.

#### **1.02 EXAMPLE**

- A. The following example is given for further clarification of how extra time for wet conditions and/or ice, standing snow and frozen ground is to be calculated. If wet conditions were to occur for a total of sixteen (16) days during the month of January, then the extra contract time allowed would be 16 days minus 8 days (from table above), or 8 days which may be rounded up to the nearest whole day. Also, if during the same month there was standing snow on any combination of conditions as in above for three (3) days, then the Contractor would be allowed an extra 3.0 days in addition to the 8.0 days for wet conditions. The Contractor would get a total of 11.0 extra days. No extra cost will be incurred by the Owner for any extra time increase to the Contract.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 01 2664 01 2664**

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Contractor's daily reports.
- E. Progress photographs.
- F. Coordination drawings.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6000 - Product Requirements: General product requirements.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 PROJECT COORDINATOR**

- A. Contractor is responsible for Project Coordination.
- B. Coordinate allocation of mobilization areas of site; for field offices and sheds, storage of materials, for access, traffic, and parking facilities.
- C. Coordinate use of site and facilities during construction.
- D. Coordinate and comply with procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Coordinate use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work.
- G. Coordinate and make the following types of submittals to Architect/Engineer:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 PRECONSTRUCTION MEETING**

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect/Engineer.
  - 3. Contractor.
  - 4. Representatives of the major subcontractors.
  - 5. Other representatives.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Submission of initial Submittal schedule.
  - 6. Designation of personnel representing the parties to Contract.
  - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Major equipment deliveries and priorities, handling of materials to permit inspection, storage of material off-site.
  - 9. Scheduling. Sequence of critical work. Review of schedules.
  - 10. Trades whose work will require pre-start up and workmanship review meetings.
  - 11. Use of premises, access to site, field office and storage areas, security procedures and Owner's requirements.
  - 12. Payment procedures after substantial completion.
  - 13. Additional items and subjects requested by the Owner, Contractor and Architect/Engineer.
- D. Architect/Engineer will act as chairperson of the meeting; record minutes and distribute copies within two days after meeting to participants, with one copy to Architect/Engineer, Contractor, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect/Engineer, others as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of RFIs log and status of responses.
  - 7. Review of off-site fabrication and delivery schedules.
  - 8. Maintenance of progress schedule.
  - 9. Corrective measures to regain projected schedules.

10. Planned progress during succeeding work period.
  11. Coordination of projected progress.
  12. Maintenance of quality and work standards.
  13. Effect of proposed changes on progress schedule and coordination.
  14. Other business relating to Work. Other current business.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect/Engineer, Owner, participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.04 DAILY CONSTRUCTION REPORTS**

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. In addition to transmitting electronically a copy to Owner and Architect/Engineer, submit one printed copies at monthly intervals.
  1. Submit in format acceptable to Owner.
- C. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
  1. Date.
  2. High and low temperatures, and general weather conditions.
  3. List of subcontractors at Project site.
  4. List of separate contractors at Project site.
  5. Approximate count of personnel at Project site.
    - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
  6. Major equipment at Project site.
  7. Material deliveries.
  8. Safety, environmental, or industrial relations incidents.
  9. Meetings and significant decisions.
  10. Unusual events (submit a separate special report).
  11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
  12. Meter readings and similar recordings.
  13. Emergency procedures.
  14. Directives and requests of Authority(s) Having Jurisdiction (AHJ).
  15. Change Orders received and implemented.
  16. Testing and/or inspections performed.
  17. List of verbal instruction given by Owner and/or Architect/Engineer.
  18. Signature of Contractor's authorized representative.

**3.05 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect/Engineer.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Enclosure of building, upon completion.
  - 6. Final completion, minimum of ten (10) photos.
- F. Take photographs as evidence of existing project conditions as follows:
  - 1. Exterior views: Project Site.
- G. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  - 2. Consult with Architect/Engineer for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
  - 5. Point of View Sketch: Provide sketch identifying point of view of each photograph.
- H. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email with project record photo CD.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
  - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
  - 5. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.

**3.06 COORDINATION DRAWINGS**

- A. Provide information required for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect/Engineer.

**3.07 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.

- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare using an electronic version of the form appended to this section.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect/Engineer, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect/Engineer's, and Contractor's names.
  - 3. Provide consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.



- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.
  - 4. Highlight items for which a timely response has not been received to date.
  - 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect/Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 4. Notify Architect/Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### 3.08 SUBMITTAL SCHEDULE

- A. Submit to Architect/Engineer for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule specified for the Construction Progress Schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

### 3.09 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Design data.
  - 3. Shop drawings.
  - 4. Samples for selection.
  - 5. Samples for verification.
  - 6. Other types indicated.

- B. Submit to Architect/Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

### **3.10 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

### **3.11 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.12 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents for Review: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches: Submit one copy; the Contractor shall make Contractor's own copies from original returned by the Architect/Engineer after making a file copy.
  - 2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit two opaque reproductions; one copy will be retained by Architect/Engineer.
- C. Documents for Information: Submit one copy.
- D. Extra Copies at Project Closeout: See Section 01 7800.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.13 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. All submittals to Architect/Engineer are to be sent via email to: [submittals@a2h.com](mailto:submittals@a2h.com).

2. Use a single transmittal for related items.
  3. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  4. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by Architect/Engineer.
  5. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  6. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  7. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  8. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Deliver submittals to Architect/Engineer at business address.
    - b. Send submittals in electronic format via email to Architect/Engineer.
  9. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect/Engineer's consultants, Owner, or another affected party, allow an additional 7 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect/Engineer's approval, allow an additional 30 days.
  10. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  11. Provide space for Contractor and Architect/Engineer review stamps.
  12. When revised for resubmission, identify all changes made since previous submission.
  13. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  14. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  15. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Submit concurrently with related shop drawing submittal.
  4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
  2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

**3.14 SUBMITTAL REVIEW**

- A. Submittals for Review: Architect/Engineer will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect/Engineer will acknowledge receipt and review. See below for actions to be taken.
- C. Architect/Engineer's actions will be reflected by marking each returned submittal using actual stamp on hard copies of submittals.
  - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect/Engineer's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. No Exceptions Taken: Where the submittal is marked "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance. Do not resubmit.
    - b. Exceptions Taken As Noted: Where the submittal is marked " Exceptions Taken As Noted," the work covered by the submittal may proceed provided it complies both with Architect's notations on the submittal and the Contract Documents. Final acceptance will depend on that compliance. Do not resubmit.
    - c. Make Corrections Noted: Where submittal is marked "Make Corrections Noted," the work covered by the submittal may proceed provided it complies both with Architect's correction notations on the submittal and the Contract Documents. Final acceptance will depend on that compliance. Do not resubmit.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. Revise and Resubmit: Where the submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise and prepare a new submittal according to Architect's notations and corrections.
    - b. Submit Specified Item: Where the submittal is marked "Submit Specified Item," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise and prepare a new submittal according to Architect's notations and corrections.
    - c. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
- E. Architect/Engineer's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION 01 3000**

**SECTION 01 4000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Testing and inspection agencies and services.
- C. Control of installation.
- D. Mock-ups.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 2100 - Allowances: Allowance for payment of testing services.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. Section 01 4216 - Definitions.
- E. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCE STANDARDS**

- A. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2019.
- B. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2021.
- C. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect/Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect/Engineer and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect/Engineer, provide interpretation of results.

2. Test report submittals are for Architect/Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect/Engineer, in quantities specified for Product Data.
  1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
  1. Submit report in duplicate within seven (7) days of observation to Architect/Engineer for information.
  2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.
  1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

### **1.05 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 01 2100; see Section 01 2100 and applicable sections for description of services included in allowance.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
  1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  2. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
  3. Laboratory: Authorized to operate in the State in which the Project is located.
  4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.02 MOCK-UPS

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Architect/Engineer will use accepted mock-ups as a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect/Engineer.

### 3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### 3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-compliance of Work or products.
  - 6. Perform additional tests and inspections required by Architect/Engineer.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.

4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect/Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect/Engineer.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations.
  1. Observer subject to approval of Architect/Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION 01 4000**



**SECTION 01 4216**  
**DEFINITIONS**

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extents not stated more explicitly in another provisions of the contract documents. This section supplements the definitions contained in the General Conditions.
- B. General Requirements: The provisions or requirements of Division 01 sections. General requirements apply to either work of contract and, where so indicated, to other elements of work which are included in the project. Other definitions are included in individual specification sections.
- C. Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on the drawings, to other paragraphs or schedules in the Project Manual, and to similar means of recording requirements in the contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect/Engineer's responsibility into Contractor's area of construction supervision.
- E. Approved: Where used in conjunction with Architect/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect/Engineer's responsibility and duties as specified in general and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of the contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings, and may or may not be identical with description of the land upon which project is to be built.
- G. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- H. Installer: The entity (person or firm) engaged by the Contractor or its subcontractor or sub subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
- I. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, at project site and to report and (if required) interpret results of those inspections or tests. Refer to Section 01 4000.
- J. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

## 1.02 FORMAT AND SPECIFICATION EXPLANATIONS

- A. Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these specifications have been produced by Architect's standard methods of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result of this production technique, and no other meaning will be implied or permitted.
- B. Format Explanation: The format of principal portions of these specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance:
  - 1. Sections and Divisions: For convenience, basic unit of specification text is a "section", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "divisions", which are recognized as the present industry - consensus on uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.
    - a. Each section of specifications has been subdivided into 3 (or less), "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution). These do not limit the meaning and are not an integral part of text which specifies requirements.
- C. Imperative Language: Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
- D. Section Numbering: Used to facilitate cross-references in contract documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in the contract documents.
- E. Page Numbering: Numbered independently for each section; recorded in listing of section (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.
- F. Specification Content: Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:
  - 1. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic - descriptive", "compliance with standards", "performance", "proprietary" or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
  - 2. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimum or levels of quality, the most stringent requirement (which is generally recognized to be most costly) is intended and will be enforced, unless specifically detailed language written into the contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements and uncertainties as to which level of quality is more stringent to Architect for decision before proceeding.
    - a. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be contractor's regardless of whether specifically indicated as such.

3. **Minimum Quality/Quantity:** In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum within specified tolerances, or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
4. **Specialist's Assignments:** In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.
5. **Trades:** Except as otherwise indicated, the use of titles (such as "carpentry") in specification text, implies neither that the work must be performed by an accredited or unionized tradesman of the corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesman of the corresponding generic name.
6. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in the text. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules.
  - a. These are frequently defined in sections at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicate.

### **1.03 DRAWING SYMBOLS**

- A. **General:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., latest edition.

### **1.04 INDUSTRY STANDARDS**

- A. **General Applicability of Standards:** Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
  1. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
  2. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work, and will be so enforced for performance of the work.
- B. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date in contract documents.
- C. **Copies of Standards:** Provide where needed for proper performance of the work; obtain directly from publication sources.

- D. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents they are defined to mean the industry recognized name and trade association, standards generating organization, governing authority or other "Encyclopedia of Associations", published by Gale Research Co., available in large libraries.

#### **1.05 GOVERNING REGULATIONS/AUTHORITIES**

- A. General: The procedure followed by the Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing the contract documents; recognizing that such information may or may not be of significance in relation to the Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on the performance of the work.

#### **1.06 SUBMITTAL**

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**SECTION 01 5000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 5813 - Temporary Project Signage.
- B. Section 01 7000 - Execution and Closeout Requirements: Cleaning.

**1.03 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. New permanent utilities may not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

**1.04 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  - 2. Telephone Land Lines: One line, minimum; one handset per line.
  - 3. Internet Connections: Minimum of one; DSL modem or faster.
  - 4. Email: Account/address reserved for project use.
  - 5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

**1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. New permanent facilities may not be used during construction operations.
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.

**1.06 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.07 FENCING**

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

**1.08 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

**1.09 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

**1.10 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Designated existing on-site roads may be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.11 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site weekly.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.12 PROJECT SIGNS - SEE SECTION 01 5813****1.13 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 10 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

**1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

E. Restore new permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 5000**

**SECTION 01 5713  
TEMPORARY EROSION AND SEDIMENT CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Performance bond.
- E. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

**1.02 REFERENCE STANDARDS**

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus; 2021.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).
- E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017 (Reapproved 2021).
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.
- I. USDA TR-55 - Urban Hydrology for Small Watersheds; USDA Natural Resources Conservation Service; 2015.

**1.03 PERFORMANCE REQUIREMENTS**

- A. Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases I and II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not.
- B. Also comply with all more stringent requirements of State of Tennessee Erosion and Sedimentation Control Manual.
- C. Best Management Practices Standard: FHWA FLP-94-005.
- D. Runoff Calculation Standard for Urban Areas: USDA TR-55.
- E. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- F. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
  - 1. Obtain and pay for permits and provide security required by authority having jurisdiction.



2. Owner will withhold payment to Contractor equivalent to all fines resulting from non-compliance with applicable regulations.
- G. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- H. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- I. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- J. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
  1. Control movement of sediment and soil from temporary stockpiles of soil.
  2. Prevent development of ruts due to equipment and vehicular traffic.
  3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- K. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  1. Prevent windblown soil from leaving the project site.
  2. Prevent tracking of mud onto public roads outside site.
  3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- L. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
  1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- M. Open Water: Prevent standing water that could become stagnant.
- N. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
  1. Submit within 2 weeks after Notice to Proceed.
  2. Include:
    - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
    - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
    - c. Schedule of temporary preventive measures, in relation to ground disturbing activities.
    - d. Other information required by law.

- e. Format required by law is acceptable, provided any additional information specified is also included.
- 3. Obtain the approval of the Plan by authorities having jurisdiction.
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.
- E. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Mulch: Use one of the following:
  - 1. Straw or hay.
  - 2. Wood waste, chips, or bark.
  - 3. Erosion control matting or netting.
  - 4. Cutback asphalt.
  - 5. Polyethylene film, where specifically indicated only.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Bales: Air dry, rectangular straw bales.
  - 1. Cross Section: 14 by 18 inches, minimum.
  - 2. Bindings: Wire or string, around long dimension.
- D. Bale Stakes: One of the following, minimum 3 feet long:
  - 1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot.
  - 2. Wood, 2 by 2 inches in cross section.
- E. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
  - 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
  - 2. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum, when tested in accordance with ASTM D4491/D4491M.
  - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
  - 4. Tensile Strength: 100 pounds-force, minimum, in cross-machine direction; 124 pounds-force, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
  - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
  - 6. Tear Strength: 55 pounds-force, minimum, when tested in accordance with ASTM D4533/D4533M.
  - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
  - 8. Manufacturers:
    - a. TenCate: [www.tencate.com/#sle](http://www.tencate.com/#sle).
    - b. North American Green: [www.nagreen.com/#sle](http://www.nagreen.com/#sle).
    - c. Propex Geosynthetics: [www.geotextile.com/#sle](http://www.geotextile.com/#sle).
    - d. Substitutions: See Section 01 6000 - Product Requirements.
- F. Silt Fence Posts: One of the following, minimum 5 feet long:

1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot.
2. Softwood, 4 by 4 inches in cross section.
3. Hardwood, 2 by 2 inches in cross section.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Prior to the pre-construction conference, the Contractor shall meet with the Architect/Engineer and go over in detail the expected problem areas in regard to the erosion control work. Different solutions should be discussed so that the best method might be determined. It is the responsibility of the Contractor to develop an erosion control plan acceptable to the Architect/Engineer.
- B. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

#### **3.02 PREPARATION**

- A. At the pre-construction conference, the Contractor shall submit for acceptance his schedule for accomplishment of temporary and permanent erosion control work, as is applicable for clearing and grubbing, grading, bridges and other structures at watercourses, construction and paving. He shall also submit for acceptance his proposed method for erosion control on haul roads and borrow pits and his plan for disposal of waste materials. No work shall be started until the erosion control schedules and methods of operations have been accepted by the Engineer.
- B. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

#### **3.03 SCOPE OF PREVENTIVE MEASURES**

- A. This section shall consist of temporary control measures as shown in the Plans or directed by the Engineer during the life of the Contract to control erosion and pollution through the use of berms, dikes, dams, sediment basins, fiber mats, netting, mulches, grasses, slope drains, temporary silt fences, and other control devices.
- B. The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features to assure economical, effective, and continuous erosion features and to assure economical, effective, and continuous erosion control throughout the construction and post-construction period.
- C. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface of erodible earth material exposed by excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains and use of temporary mulches, mats, seeding or other control devices or methods to control erosion. Cut and fill slopes shall be seeded and mulched as the excavation proceeds to the extent directed by the Engineer.
- D. The Contractor shall be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in his accepted schedule. Temporary pollution control measures shall be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent pollution control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

- E. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise erosion control measures may be required between successive construction stages. Under no conditions shall the surface area of erodible earth material exposed at one time by clearing and grubbing exceed 750,000 square feet without approval of the Engineer.
- F. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent pollution control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.
- G. Under no conditions shall the amount of surface area or erodible earth material exposed at one time by excavation or fill within the project area exceed 750,000 square feet without prior approval by the Engineer.
- H. The Engineer may increase or decrease the amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow, and fill operations as determined by his analysis of project conditions.
- I. In the event of conflict between these requirements and pollution control laws, rules or regulations, or other Federal, State, or Local agencies, the more restrictive laws, rules and regulations shall apply.
- J. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- K. Temporary Berms: A temporary berm is constructed of compacted soil, with or without a shallow ditch at the top of fill slopes or transverse to centerline on fills.
- L. Temporary Slope Drains: A temporary slope drain is a facility consisting of stone gutters, fiber mats, plastic sheets, concrete or asphalt gutters, half-round pipe, metal pipe, plastic pipe, sod or other material acceptable to the Engineer that may be used to carry water down slopes to reduce erosion.
- M. Sediment Structures: Sediment basins, ponds and traps are prepared storage areas constructed to trap and store sediment from erodible areas in order to protect properties and stream channels below the constructed areas from excessive siltation.
- N. Check Dams: Check dams are barriers composed of logs and poles, large stones or other materials placed across a natural or constructed drainway. Stone check dams shall not be utilized where the drainage area exceeds fifty (50) acres. Log and pole structures shall not be used where the drainage area exceeds five (5) acres.
- O. Temporary Seeding and Mulching: Temporary seeding and mulching are measures consisting of seeding, mulching, fertilizing and matting utilized to reduce erosion. All cut and fill slopes including waste sites and borrow pits shall be seeded when and where necessary to eliminate erosion.
- P. Baled Hay or Straw Checks: Baled hay or straw erosion checks are temporary measures to control erosion and prevent siltation. Bales shall be either hay or straw containing five (5) cubic feet or more of material. Baled hay or straw checks shall be used where the existing ground slopes toward or away from the embankment along the toe of the slopes, in ditches or other areas where siltation erosion or water run-off is a problem.
- Q. Temporary Silt Fences: Silt fences are temporary measures utilizing woven wire or other approved material attached to post with filter cloth composed of burlap, plastic filter fabric, etc., attached to the upstream side of the fence to retain the suspended silt particles in the run-off water.

- R. Construction Entrances: Traffic-bearing aggregate surface.
  - 1. Width: As required; 20 feet, minimum.
  - 2. Length: 50 feet, minimum.
  - 3. Provide at each construction entrance from public right-of-way.
  - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- S. Linear Sediment Barriers: Made of silt fences.
  - 1. Provide linear sediment barriers:
    - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
    - b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
    - c. Along the toe of cut slopes and fill slopes.
    - d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet apart.
    - e. Across the entrances to culverts that receive runoff from disturbed areas.
  - 2. Space sediment barriers with the following maximum slope length upslope from barrier:
    - a. Slope of Less Than 2 Percent: 100 feet..
    - b. Slope Between 2 and 5 Percent: 75 feet.
    - c. Slope Between 5 and 10 Percent: 50 feet.
    - d. Slope Between 10 and 20 Percent: 25 feet.
    - e. Slope Over 20 Percent: 15 feet.
- T. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
  - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
- U. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- V. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- W. Soil Stockpiles: Protect using one of the following measures:
  - 1. Cover with polyethylene film, secured by placing soil on outer edges.
  - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- X. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
  - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
  - 2. Asphalt: Use only where no traffic, either vehicular or pedestrian, is anticipated.
- Y. Temporary Seeding: Use where temporary vegetated cover is required.

### 3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
  - 1. Excavate minimum of 6 inches.
  - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  - 3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
  - 1. Store and handle fabric in accordance with ASTM D4873/D4873M.

2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  5. Install with top of fabric at nominal height and embedment as specified.
  6. Embed bottom of fabric in a trench on the upslope side of fence, with 2 inches of fabric laid flat on bottom of trench facing upslope; backfill trench and compact.
  7. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
  8. Fasten fabric to wood posts using one of the following:
    - a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gauge, 0.083 inch shank diameter.
    - b. Five staples per post with at least 17 gauge, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
  9. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
  10. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Straw Bale Rows:
1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
  2. Install bales so that bindings are not in contact with the ground.
  3. Embed bales at least 4 inches in the ground.
  4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
  5. Fill gaps between ends of bales with loose straw wedged tightly.
  6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Mulching Over Large Areas:
1. Dry Straw and Hay: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
  2. Wood Waste: Apply 6 to 9 tons per acre.
  3. Asphalt: Apply at 1200 gallons per acre.
  4. Erosion Control Matting: Comply with manufacturer's instructions.
- E. Mulching Over Small and Medium Areas:
1. Dry Straw and Hay: Apply 4 to 6 inches depth.
  2. Wood Waste: Apply 2 to 3 inches depth.
  3. Pine Needles: Apply 2 to 3 inches depth.
  4. Asphalt: Apply 1/4 gallon per square yard.
  5. Erosion Control Matting: Comply with manufacturer's instructions.
- F. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
  2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
  3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.

4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
5. Incorporate fertilizer into soil before seeding.
6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

### **3.05 MAINTENANCE**

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  1. Promptly replace fabric that deteriorates unless need for fence has passed.
  2. Remove silt deposits that exceed one-third of the height of the fence.
  3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
  1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
  2. Remove silt deposits that exceed one-half of the height of the bales.
  3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

### **3.06 CLEAN UP**

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect/Engineer.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

**END OF SECTION 01 5713**

**SECTION 01 5813  
TEMPORARY PROJECT SIGNAGE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project identification sign.
- B. Project informational signs.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Responsibility to provide signs.
- B. Section 01 2100 - Allowances: Graphic Image cash allowance.

**1.03 REFERENCE STANDARDS**

- A. FHWA (SHS) - Standard Highway Signs and Markings; 2004, with Supplement (2012).

**1.04 QUALITY ASSURANCE**

- A. Design sign and structure to withstand 50 miles/hr wind velocity.
- B. Sign Painter: Experienced as a professional sign painter for minimum three years.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay (MDO), minimum 3/4 inch thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, two coats; all sign background surfaces and supports to be white color.
- E. Lettering: Exterior quality paint, contrasting colors.
- F. Lettering: Pre-cut vinyl self-adhesive products, white.
- G. Graphic Image: Design by Architect/Engineer.

**2.02 PROJECT IDENTIFICATION SIGN**

- A. Contractor shall provide one painted sign surface, 4' high x 8' long x 3/4" thick exterior grade plywood with medium density overlay (MDO), with two painted 4x4x12' pressure treated wood post supports and associated fasteners for attaching sign surface to posts. Posts to be parallel to 4' high dimension of sign surface. Bottom of sign surface to be maximum 5'-0" above finished grade. Install sign at location indicated on drawings.
- B. Graphic Image, 4' high x 8' long, design, artwork, colors, style of lettering are designated by Architect/Engineer and will be printed on vinyl similar to 3M 180C control tac vinyl with UV inks. The Contractor will mount the UV vinyl on the sign surface MDO board and wrap the edges with vinyl. Architect/Engineer will email a print ready PDF to the Contractor for his use in purchasing the Graphic Image as stated in 01 2100 - Allowances.



**2.03 PROJECT INFORMATIONAL SIGNS**

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot distance.
- B. Provide at each field office, storage shed , and directional signs to direct traffic into and within site. Relocate as Work progress requires.
- C. Provide municipal traffic agency directional traffic signs to and within site.

**2.04 SIGNS, SIGNALS, AND DEVICES**

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:
  - 1. Products:
    - a. Brimar Industries, Inc.: [www.safetysign.com/#sle](http://www.safetysign.com/#sle).
    - b. Substitutions: See Section 01 6000 - Product Requirements.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.

**3.02 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

**3.03 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

**END OF SECTION 01 5813**

**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

**1.03 REFERENCE STANDARDS**

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. ASTM D6866 - Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis; 2022.
- C. CAN/CSA Z809 - Sustainable Forest Management; 2016 (Reaffirmed 2021).
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**1.05 QUALITY ASSURANCE**

- A. Material and equipment incorporated into the Work:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Architect/Engineer.

3. Manufactured and Fabricated Products:
    - a. Design, fabricate, and assemble in accord with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  4. Do not use material or equipment for any purpose other than that for which it is designated or is specified.
- B. Manufacturer's Instructions:
1. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in installation, including copies to Architect/Engineer and Contractor. Maintain one (1) set of complete instructions at the job site during installation and until completion.
  2. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformance with specified requirements.
  3. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions. Do not proceed with work without clear instructions.
  4. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents, or Architect's written instructions.

## **PART 2 PRODUCTS**

### **2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  1. Made outside the United States, its territories, Canada, or Mexico.
  2. Made using or containing CFC's or HCFC's.
  3. Made of wood from newly cut old growth timber.
  4. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
  1. If used on interior, have lower emissions, as defined in Section 01 6116.
  2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
  3. Are made of recycled materials.
- D. Provide interchangeable components of the same manufacture for components being replaced.
- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

### **2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:  
Submit a request for substitution for any manufacturer not named.

### **2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 2500 - Substitution Procedures.

### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  - 1. Review Owner reviewed shop drawings, product data, and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.

### **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 01 6000**

**SECTION 01 6116**  
**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

**1.03 DEFINITIONS**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
  - 3. Flooring.
  - 4. Composite wood.
  - 5. Products making up wall and ceiling assemblies.
  - 6. Thermal and acoustical insulation.
  - 7. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
  - 3. Wet-applied roofing and waterproofing.
  - 4. Interior - Wood Doors.
  - 5. Interior - Flooring Material.
  - 6. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Stone.
  - 2. Concrete.
  - 3. Clay brick.
  - 4. Metals that are plated, anodized, or powder-coated.
  - 5. Glass.
  - 6. Ceramics.
  - 7. Solid wood flooring that is unfinished and untreated.

**1.04 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.2; 2017.
- D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; Current Edition.
- E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- F. CHPS (HPPD) - High Performance Products Database; Current Edition.
- G. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Current Edition.
- H. GreenSeal GS-36 - Standard for Adhesives for Commercial Use; 2013.
- I. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- J. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
- K. SCS (CPD) - SCS Certified Products; Current Edition.
- L. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.

#### 1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

#### 1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
  - 1. Wet-Applied Products: State amount applied in mass per surface area.
  - 2. Paints and Coatings: Test tinted products, not just tinting bases.
  - 3. Evidence of Compliance: Acceptable types of evidence are the following;
    - a. Current UL (GGG) certification.
    - b. Current SCS (CPD) Floorscore certification.
    - c. Current SCS (CPD) Indoor Advantage Gold certification.
    - d. Current listing in CHPS (HPPD) as a low-emitting product.
    - e. Current CRI (GLP) certification.
    - f. Test report showing compliance and stating exposure scenario used.
  - 4. Product data submittal showing VOC content is NOT acceptable evidence.
  - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
    - b. Published product data showing compliance with requirements.
    - c. Certification by manufacturer that product complies with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current SCS "No Added Formaldehyde (NAF)" certification; [www.scs-certified.com](http://www.scs-certified.com).
    - b. Report of laboratory testing performed in accordance with requirements.

- c. Published product data showing compliance with requirements.
  - d. Certification by manufacturer that product complies with requirements.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
  - 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
  - 2. Inherently Non-Emitting Materials.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Aerosol Adhesives: GreenSeal GS-36.
  - 3. Joint Sealants: SCAQMD 1168 Rule.
  - 4. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).
  - 5. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.

## **PART 3 EXECUTION**

### **3.01 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION 01 6116**



**SECTION 01 7000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- G. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.
  - 2. Limitations on cutting structural members.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.

- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

#### 1.04 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
  - 1. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper run-off.
  - 2. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
  - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- H. Pest and Insect Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
  - 1. Pest Control Service: Weekly treatments.
- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.
  - 1. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
    - a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
  - 2. Take special measures to prevent harmful substances from entering public waters.
    - a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
  - 3. Provide systems for control of atmospheric pollutants.

- a. Prevent toxic concentrations of chemicals.
- b. Prevent harmful dispersal of pollutant into the atmosphere.

### **1.05 COORDINATION**

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

**3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

**3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

**3.05 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
  - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
  3. Relocate items indicated on drawings.
  4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
- F. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- G. Comply with all other applicable requirements of this section.

### 3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- I. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site weekly and dispose off-site; do not burn or bury.

### **3.08 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.09 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.10 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 7900 - Demonstration and Training.

### **3.11 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

### **3.12 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.

- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- J. Clean Owner-occupied areas of work.

### **3.13 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect/Engineer.
- B. Accompany Architect/Engineer on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.
- D. Owner will occupy all of the building as specified in Section 01 1000.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

### **3.14 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION 01 7000**



**SECTION 01 7800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect/Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.

4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect/Engineer, Consultants, Contractor and subcontractors, suppliers and vendors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.
  - 4. Design Data: To allow for addition of design data furnished by Architect/Engineer or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- G. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- H. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- I. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION 01 7800**

**SECTION 01 7900  
DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Fire Suppression.
  - 6. Communications.
  - 7. Electronic Safety and Security.
  - 8. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Fixtures and fittings.
  - 4. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect/Engineer for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.
  - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
  - 1. Format: DVD Disc.
  - 2. Label each disc and container with session identification and date.

#### **1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

#### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.

2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION 01 7900**